

#### Attachment D

This exhibit depicts the alignment of existing training modules under the new CCC progression lines established by this agreement. This listing depicts the training available by job classification, but it does not represent a required level of training for all employees within a specific job classification. The parties agree to meet and discuss significant changes to this training structure, as stated in Article II, Section 7E of the Labor Agreement. Significant changes are when modules move from one job classification to another.

Proposed CCC Progression Line—Major Functions & Training Modules				
CSA-I	CSA-II	CSA-III	CSR	Sr-CSR
CTP Res Payment Agreements	CSS Res and Non-Res Collection	New and Upgraded Electric Service	Small C&I Energy Ed	Escalated Contacts
CTP Res Start/Stop Service	CSS Res Start/Stop Service	Res Energy Education	Small C&I Billing Calls	Training/Coaching
CSS Account Maintenance	Small C&I Start/Stop Service	C&I Backoffice Rebilling	Renewable Energy	Group Meeting Leader
Foundational Tools	Res Backoffice Billing	Res Billing Calls	Advanced Billing	
Outage Problems		Misc Calls		
New Employee Orientation	Disconnect Service Orders	Billing Calls-Residential	Billing Calls-Small C&I	Sr. CSR Skills
Web Retrieval	Add Customer	Callout Response-Advanced	Energy Education Small C&I	Instructor Orientation
Payment Assistance	Connect Service Orders- Residential	Budget Billing Calls	RTS Systems & Options	Instructor Training
Budget Billing Basics	POS ID and Security Deposits	WMS Intro	Responding to Legislative Complaints	
Residential Reco CTP	Connect Service Orders-Non Residential	REMSI	Renewable Energy- Processing Applications	
Lost and Misapplied Pmts Introduction	Act 54 Introduction	Initiating WRs for New Service	Advanced Renewable Energy Training	
OnTrack Overview	Complaints and Disputes 2	Initiating WRs for Change of Service	LP Billing	
WATT Application	PA State Sales Tax Rule Introduction	Initiating WRs for Removals	Summary Billing	
PUC Dec Entry	Rate Schedules Introduction	Cancelling & Reactivating Work Orders	Mixed Meter Rebilling	
Web Self Service Application Overview	Establishing and Removing an Area Light	Initiating WRs for Relocation of Company Facilities	OnTrack Rebilling	
Programs to Help Customers	Customer Choice	Relocations, Tree Trimming, Misc Investigation Orders	OnTrack Bankruptcies	
Revenue Protection Intro	Budget Billing Explanation and Adj	Initiating WRs for Area Lights	Holiday Lighting	
Aspect Phones & Screen Pop	Landlord Coding	Energy Education- Residential	PUC Hearings	
Call Handling Expectations	Meter Reading and Billing	MyPPL Analyzer	Theft/Sensitive Acct Rebilling	
Telephone Techniques	CSS Payment Agreements	Carbon Calculator	Outside Attorney Interface	
Language Interpreter	Overdue Final Bills	Request Credit		
Call Intercept	Residential Reco CSS	Healing Customer Relationships		
CS Letters Introduction	Non-Residential Termination	Area Light Rebilling		
Office Communicator	Non-Residential Reconnection	C&I Back Office Billing & WFM		
HuP- Three Point Communication	Special Agreements	Bankruptcies		
VPP	Service Orders and Field Orders Introduction	Line Extension Guarantee Billing		
Standards of Conduct and Integrity	Electronic Funds Transfer	Rate Change Requests/Rebilling		
Facility Emergency Plan	Collection Referrals	TOU Rebilling		
Human Performance	PUC Mediation Response			
Hazard Communication	Continuous Account Transfer Reversal			
Managing the Collection Experience	Residential High Balance WATT Referrals			
Complaints & Disputes 1	Working Faxed 30 Day Med Certs			
Residential Dunning	Transferring Balance from Finalized or Written off			
CTP Stop	Caring for Customers			
CTP Transfer	Introduction to Basic Billing			
CTP Start	Residential WFM			
Customer Choice Introduction	Rates Schedules			
Landlord Coding introduction	Pennsylvania State Sales Tax Rules			
Reaching for Stellar Service	Late Payment Charges			
Components of Electric Bill	Issuing a Duplicate Bill			
CSS Introduction	Transfers & Refunds			
CSS Retrieval	Late Payer Program			
Account Information	Rejected Bills			
Documenting Contacts with Customers	Calculating and Applying Interest			
Maintaining Account Information	Security Deposit Waiver Mailbox			
Operation Help Enrollments	Due Date Change Requests			
Third Party Notification	EFT Billing			
Web Self Service Application	Adjust Metered Usage Application			
CSR Web Administration	Budget Billing Rebilling			
Web Self-Service Application Admin	Res Stopped Meter WATT Prep			
Power Problems	Res Stopped Meter Rebilling			
PA OneCall Introduction	Sales Tax Exemptions/Certificates			
	Connect at Wrong Address			
	Referrals to Attorneys			

# EXHIBIT C

004200: Customer Service Repr	FTE	CSR + Sup	CSA1 + Sup	CSA2 + Sup
* Avg Dollar Per CSR	\$9,005	\$270,137.40		CSA3 + Sup
005267: Customer Service Assistant-I				
* Avg Dollar Per CSA I	\$5,041	30	\$151,222	
005268: Customer Service Assistant-II				
* Avg Dollar Per CSA II	\$5,835	30	\$175,060	
005269: Customer Service Assistant-III				
* Avg Dollar Per CSA III	\$7,403	30	\$222,093	
000194: Customer Contact Supv				
* Avg Dollar Per CC Supv	\$13,033	3	\$39,100	\$39,100
Total Monthly expense			\$190,322	\$214,160
** Vendor Partner				
Hourly rate	\$29			
Average Dollar per CSA	\$5,027	30	\$150,797	\$150,797
Monthly additional expense			\$158,441	\$63,363
Annual additional expense			\$1,901,287	\$760,359
* Monthly Rate average includes wage + benefits				
** Vendor Partner average includes leadership coverage				
004200: Customer Service Repr	FTE	CSR + Sup	CSA1 + Sup	CSA2 + Sup
* Avg Dollar Per CSR	\$9,005	\$270,137.40		CSA3 + Sup
005267: Customer Service Assistant-I				
* Avg Dollar Per CSA I	\$5,041	30	\$151,222	
005268: Customer Service Assistant-II				
* Avg Dollar Per CSA II	\$5,835	30	\$175,060	
005269: Customer Service Assistant-III				
* Avg Dollar Per CSA III	\$7,403	30	\$222,093	
000194: Customer Contact Supv				
* Avg Dollar Per CC Supv	\$13,033	3	\$39,100	\$39,100
Total Monthly expense			\$190,322	\$214,160
** Vendor Partner				
Hourly rate	\$22			
Average Dollar per CSA	\$3,813	30	\$114,398	\$114,398
Monthly additional expense			\$194,840	\$99,763
Annual additional expense			\$2,338,078	\$1,197,150
* Monthly Rate average includes wage + benefits				
** Vendor Partner average includes leadership coverage				

## Exhibit 1

COMPANY

9/14/16

reporter: trisha sims

Veritext Legal Solutions

	<i>Hrly Rate</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Totals</i>		
Bethlehem - Training	\$19.00	1566	240	0	0	641.29	0	0	\$0	0	1505	Circuit Hardware	\$51,994	
			\$29,754	\$4,560	\$0	\$0	\$12,185	\$0	\$0	\$28,595	Scranton Circuit	\$13,536		
Bethlehem - Collections	\$22.50		1320	2798.83	2002.42	222.33	1520.67	960	1920	2640	2220.44	Allentown Circuit	\$16,920	
Bethlehem - BO	\$25.00		\$0	\$20,700	\$62,974	\$47,079	\$50,002	\$34,418	\$21,600	\$43,200	\$59,400	Total	\$82,450	
Bethlehem - Inbound	\$25.00		\$0	\$18,000	\$0	\$0	\$0	606.04	1616	656	320	Hourly rate over 3 years	\$13	
Florida - Training	\$19.00		\$0	240	1911.95	3548.15	3285.64	5162.02	\$40,400	\$16,400	\$0	45 Agents	\$0.29	
Florida - Production (Rate \$22.50)	\$22.50		\$0	\$4,560	\$36,327	\$67,415	\$62,427	\$98,078	\$0	\$0	\$0	75 Agents	\$0.18	
Florida - Production	\$25.00		\$0	\$0	\$52,244	\$0	\$0	\$0	\$0	\$0	\$0	105 Agents	\$0.13	
Florida - Emergency Recovery	\$25.00		\$0	\$0	\$0	\$65,100	\$151,858	\$89,453	\$214,156	\$269,425	\$247,851			
OT and/or Holiday Production	\$37.50		\$0	\$0	\$0	\$538	\$0	\$0	\$0	\$0	\$0			
Memorial Day	\$34.50		\$0	\$0	\$0	\$1,050	\$5,144	\$8,615	\$31,220	\$20,537	\$2,041	\$0	\$68,607	
Total Billable hours (Training + Productivity)		1566	2520	4710.78	8294.06	11719.45	11746.87	11974.75	13956.66	12608.45	12731.05	91828		
Training	\$29,754	\$9,120	\$36,327	\$67,415	\$62,427	\$110,263	\$0	\$0	\$0	\$28,595	\$343,901			
Production	\$0	\$47,700	\$62,974	\$112,717	\$201,860	\$139,021	\$276,156	\$329,025	\$307,251	\$275,100	\$1,751,803			
OT & Holidays	\$0	\$0	\$0	\$1,050	\$5,144	\$8,615	\$31,220	\$24,69	\$2,041	\$0	\$70,539			
Circuit (\$0.18 * 75 FTE * 173.33 hrs per month)	\$2,340	\$2,340	\$15,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340				
<b>Total (Vendor Agents only)</b>	<b>\$32,094</b>	<b>\$59,160</b>	<b>\$114,640</b>	<b>\$183,522</b>	<b>\$271,771</b>	<b>\$260,239</b>	<b>\$309,715</b>	<b>\$353,834</b>	<b>\$311,631</b>	<b>\$306,035</b>	<b>\$2,202,643</b>			
Vendor Hrly rate (excluding circuit)	\$20.49	\$23.48	\$24.34	\$22.13	\$23.19	\$22.15	\$25.86	\$25.35	\$24.72	\$24.04	\$23.99			
Avg. 75 FTE hrly rate - Circuit	\$0.18	\$0.18	\$1.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18			
<b>Vendor Hourly Rate</b>	<b>\$20.67</b>	<b>\$23.66</b>	<b>\$25.52</b>	<b>\$22.31</b>	<b>\$23.37</b>	<b>\$22.33</b>	<b>\$26.04</b>	<b>\$25.53</b>	<b>\$24.90</b>	<b>\$24.22</b>	<b>\$24.17</b>			
Billable Hours (Productive + Training)		1566	2520	7033	8294	11719	11747	11975	13957	12608	12731	91450		
In-house (CSA3) - 2015	<b>\$20.59</b>	<b>\$32,244</b>	<b>\$51,887</b>	<b>\$144,804</b>	<b>\$170,775</b>	<b>\$241,303</b>	<b>\$246,560</b>							
In-house (CSA3) - 2016	<b>\$21.15</b>													
Benefit Multiplier	<b>0.3041</b>	\$42,049	\$67,665.58	\$188,838.78	\$222,707	\$314,684	\$315,420	\$321,539	\$384,949	\$347,763	\$351,144	\$2,556,759		
Billable Productive Hours		0	2040	5121	4746	8434	5944	11975	13957	12608	11226			
Shift Differential - 2015	<b>\$1.90</b>	<b>\$0</b>	<b>\$3,876</b>	<b>\$9,729</b>	<b>\$9,017</b>	<b>\$16,024</b>	<b>\$11,293</b>	<b>\$22,752</b>						
Shift Differential - 2016	<b>\$2.00</b>													
Total (Production, Training, Benefits, Shift Dif)		\$42,049	\$71,542	\$198,568	\$231,725	\$330,708	\$326,713	\$344,291	\$412,862	\$372,980	\$373,596	\$2,705,034		
Billable OT Hours		0	0	0	28	137.17	229.74	832.53	603.66	54.42	0			
Shift OT 1.5	<b>1.5</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$865</b>	<b>\$4,236</b>	<b>\$7,096</b>	<b>\$25,713</b>	<b>\$19,151</b>	<b>\$1,726</b>	<b>\$0</b>	<b>\$58,787</b>		
<b>Total In-house (Agents only)</b>	<b>\$42,049</b>	<b>\$71,542</b>	<b>\$198,568</b>	<b>\$232,589</b>	<b>\$334,945</b>	<b>\$333,808</b>	<b>\$370,004</b>	<b>\$432,013</b>	<b>\$374,706</b>	<b>\$373,596</b>	<b>\$2,763,821</b>	<b>\$561,178</b>		Variance Vendor vs. Inhouse
Hourly Rate		\$26.85	\$28.39	\$28.23	\$28.04	\$28.58	\$28.42	\$30.90	\$30.95	\$29.72	\$29.35	\$29.36		
Vendor AVP - Supervisor Billable hours	<b>\$25</b>	960	1120	1176	1632	2294	1680	1680	1760	1760	1776			
Supervisor Cost			\$24,000	\$28,000	\$29,400	\$40,800	\$57,350	\$42,000	\$42,000	\$44,000	\$44,400	\$395,950		
<b>Supervisor Head Count</b>	<b>6</b>	<b>6</b>	<b>7</b>	<b>9</b>	<b>13</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>			
In-house Hourly Rate (no Benefits)	<b>\$38.65</b>	<b>\$37,104</b>	<b>\$43,288</b>	<b>\$45,452</b>	<b>\$63,077</b>	<b>\$88,663</b>	<b>\$64,932</b>	<b>\$64,932</b>	<b>\$68,024</b>	<b>\$68,024</b>	<b>\$68,642</b>			Variance Vendor vs. Inhouse
Benefit Multiplier	<b>0.3041</b>	<b>\$48,387</b>	<b>\$56,452</b>	<b>\$59,274</b>	<b>\$82,258</b>	<b>\$115,626</b>	<b>\$84,678</b>	<b>\$84,678</b>	<b>\$88,710</b>	<b>\$88,710</b>	<b>\$89,517</b>	<b>\$798,290</b>	<b>\$402,340</b>	



1/20/2016

**PPL EU Benefits Budget**  
**Budget Item 12000**  
**(*\$000*)**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>FICA SS &amp; Medicare*</b>	15,615	15,167	15,029	15,422	15,782
<b>FUTA*</b>	195	190	188	193	197
<b>SUTA*</b>	781	758	751	771	789
<b>Workmen's Comp</b>	3,022	3,110	3,202	3,305	3,403
<b>Sub-Total</b>	19,614	19,225	19,170	19,691	20,172
<b>Retirement Plan - DB</b>	24,500	24,500	24,500	24,500	24,500
<b>SERP</b>	-	-	-	-	-
<b>Supp Comp Pension Plan</b>	-	-	-	-	-
<b>Sub-Total</b>	24,500	24,500	24,500	24,500	24,500
<b>Group Life (Net)</b>	639	622	627	637	645
<b>Post Retirement</b>					
<b>Medical &amp; Life</b>	750	750	750	750	750
<b>Med Care-Active (Net)</b>	22,765	23,413	24,252	25,397	26,442
<b>Dental Plan (Net)</b>	1,279	1,245	1,253	1,275	1,290
<b>L-T Disab. CIGNA Inc Repl</b>	578	563	567	576	583
<b>AD or D</b>	123	120	120	123	124
<b>L-T Disab. Med/Dental/Life Ins</b>	352	361	369	379	389
<b>Def Svgs Plan</b>	7,000	7,350	7,718	8,103	8,509
<b>Retirement Plan - DC</b>					
<b>Sub-Total</b>	33,487	34,424	35,656	37,241	38,730
<b>Total</b>	77,601	78,149	79,326	81,432	83,402
Check					
Total T&B	77,601	78,149	79,326	81,432	83,402
Total Adjusted Payroll*	195,193	189,583	187,861	192,780	197,275
Loading Rate	39.8%	41.2%	42.2%	42.2%	42.3%
Loading Rate Used					

Adjusted base payroll	195,193	189,583	187,861	192,780	197,275
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**Exhibit 4**  
**COMPANY**  
9/14/16  
reporter: trisha sims  
Veritext Legal Solutions

# EXHIBIT D

## NOTIFICATION OF CONTRACTOR WORK



Send original, signed form to:  
**IBEW Local 1600 - IEW**

PPL Electric Utilities

Business Unit Name

707

Responsibility Center

will use the following contractor for work at PPL:

Contractor Name iQor	Contractor Type <input checked="" type="checkbox"/> Specific <input type="checkbox"/> Blanket	Date of This Form 10/19/2015
Job Location/Plant Bethlehem, PA and Fort Lauderdale, FL	Contractor Start Date 11/01/2015	Contractor Stop Date 12/31/2016
Brief Description of Work PPL Electric Utilities has signed a contract with First Contact LLC (iQor) to handle inbound and outbound customer service interactions, back office work, and provide 24/7 support. iQor provides redundancy and disaster recovery capabilities to meet customer needs if an event impacts PPL facilities.		

Instructions	
A) Check all justification boxes that apply	C) Send copy of completed form to Labor Relations, GENN2.
B) Send copy of completed form to the Local Chief Steward	D) Place copies in your local files as directed by your dept.

**Justification for Contractor Work (Must satisfy Article II, Section 5, Paragraph D)**  
Check all boxes that apply.

Skills/License Not Available Within PPL	Time Constraints (short-term conditions)
<input type="checkbox"/> Contractor has employees with special skills not available within PPL	<input type="checkbox"/> Contractor required to meet an identifiable in-service deadline
<input type="checkbox"/> Contractor has license or certification to perform specialized work	<input type="checkbox"/> Contractor required to meet customer in-service deadline
<input type="checkbox"/> Contractor utilizes special tools or equipment not available within PPL	<input type="checkbox"/> Contractor required to avoid PPL losing market share if deadline not met
<input checked="" type="checkbox"/> Contractor will provide employees with specialized skills because PPL employees with those skills are fully employed doing this work.	<input checked="" type="checkbox"/> Contractor required to work during emergency
Peak Work	Public/Customer Relations
<input type="checkbox"/> Contractor to work during power plant outage	<input type="checkbox"/> Contractor required to provide timely restoration of service
<input type="checkbox"/> Contractor to work on special projects	<input type="checkbox"/> Contractor required to meet specific regulatory requirements
<input checked="" type="checkbox"/> Contractor to work during seasonal/other peaks	<input type="checkbox"/> Contractor required to meet extraordinary work situations
Economic Advantage	
<input checked="" type="checkbox"/> Use of contractor will reduce cost of work	

Approval

10/21/15

Date

Chris Graham

Print Name

cc: Labor Relations - GENN2  
Local Chief Steward -

**Exhibit 16**

UNION

9/14/16

reporter: trisha sims  
Veritext Legal Solutions

U-1b

## **EXHIBIT E**

Job Title	7/2015	8/2015	9/2015	10/2015	11/2015	12/2015	1/2016	2/2016	3/2016
CSA1 Lehigh	2	2	2	1	1	1	1	1	0
CSA2 Lehigh	18	18	16	16	16	16	16	16	16
CSA3 Lehigh	7	7	7	7	7	7	7	7	7
CSR <sub>s</sub> Lehigh	49	48	47	47	47	47	45	43	44
Sr CSR <sub>s</sub> Lehigh	5	5	5	5	5	5	5	5	5
<b>Lehigh</b>	<b>81</b>	<b>80</b>	<b>77</b>	<b>76</b>	<b>76</b>	<b>76</b>	<b>74</b>	<b>72</b>	<b>72</b>
CSA1 SCR	0	0	0	0	0	0	0	0	0
CSA2 SCR	6	6	6	6	6	5	5	5	5
CSA3 SCR	7	7	7	7	7	7	7	7	7
CSR <sub>s</sub> SCR	63	63	62	62	61	60	59	59	59
Sr CSR <sub>s</sub> SCR	5	5	5	5	5	5	5	5	5
<b>Scranton</b>	<b>81</b>	<b>81</b>	<b>80</b>	<b>80</b>	<b>79</b>	<b>77</b>	<b>76</b>	<b>76</b>	<b>76</b>
<b>CCC Total Staff</b>	<b>162</b>	<b>161</b>	<b>157</b>	<b>156</b>	<b>155</b>	<b>153</b>	<b>150</b>	<b>148</b>	<b>148</b>

**Exhibit 11**

**UNION**

9/14/16

reporter: trisha sims

Veritext Legal Solutions

# **EXHIBIT F**



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**LOCAL UNION 1600  
GRIEVANCE FORM**

KEYWORD:

JF. 2

GRIEVANCE NO.

15-Leh-035

PDF FILE NO.

**GRIEVANCE RECORD**

Name(s) LOCAL 1600 / Steve Knoebel Job Title President  
Department & Work Location Customer Service - Various Locations  
Date of Occurrence(s) 11/12/15 Date of Complaint Discussion 11/15/15  
Date Reduced to Writing 11/12/15 Name of Steward Steve KNOEBEL  
Brief Statement of Grievance Company is contracting Local 1600 work

Provision of Labor Agreement in Dispute: Article I Section 1 Paragraph A  And any other Article II Section 5 Paragraph D Article VI Section 1 Paragraph D applicable provision

SETTLEMENT DESIRED Maintain proper staffing levels with Local 1600 members. Make Union and members whole

Make whole and any other appropriate relief

Signed Steven C Knoebel Signed Steven C Knoebel  
(Employee) (Steward)

Appropriate Supervisor & Title Chris Graham Director Customer Services Op.

Date of Supervisor Written Response 11/19/15

Withdrawn Settled\* To Step 1 Signed Steven C Knoebel Date 12/3/15  
(Steward)

THIS GRIEVANCE AND INFORMATION INCLUDING BUT NOT NECESSARILY LIMITED TO THE ABOVE PROVISIONS OF THE CONTRACT(S), PARTIES PAST PRACTICE(S) OR OTHER AGREEMENTS BETWEEN IBEW1600 AND THE EMPLOYER.

**STEP 1**

Date of Meeting \_\_\_\_\_

Union Representatives: \_\_\_\_\_

Company Representatives: \_\_\_\_\_

Remarks: (To be completed by Steward) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Withdrawn Settled\* To Step 2 Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Steward)

Mutually extended to \_\_\_\_\_ Signed \_\_\_\_\_ (Union) Signed \_\_\_\_\_ (Company)  
(Date)

**STEP 2**

Date of Meeting \_\_\_\_\_

Union Representatives: \_\_\_\_\_

Company Representatives: \_\_\_\_\_

Remarks: (To be completed by Chief Steward) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Withdrawn Settled\* To Step 3 Signed Steven C Knoebel Date 12/3/15  
(Chief Steward)

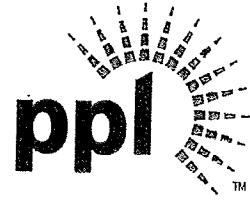
Mutually extended to \_\_\_\_\_ Signed \_\_\_\_\_ (Union) Signed \_\_\_\_\_ (Company)  
(Date)

J-2

# EXHIBIT G

JF.3

PPL Electric Utilities  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610.774.5151  
<http://www.pplweb.com/>



11/18/2015

Steve Knoebel

**RECEIVED**

NOV 23 2015

LOCAL 1600

GRIEVANCE #-15LEH-035

In accordance with Article III of the Labor Agreement, this letter serves as the company's written response to your grievance that was reduced to writing on 11/5/2015.

Your grievance cited a violation of Art I Section 1 A, Art II Section 5 D and Art 6 Section 1 D. The Brief Statement of Grievance states "Company is contracting local 1600 work". The Settlement Desired states "Maintain proper staffing with 1600 members make union and members whole".

I have reviewed the provision in dispute and find there is no violation of the Labor Agreement. As you are well aware the language under Article II Section 5 D plainly grants the Company the right to contract work. The only restriction placed on this right is that "No employee will be laid off or suffer loss of regular straight time pay". Nothing in Art II Sec 5 D sets a limit on the amount of work the company may contract out if the contracting falls within the parameters outlined in Art II Sec 5 D.

Chris Graham

A handwritten signature of Chris Graham in black ink.

Director Customer Services Operations

Copy to:

Chris Cardenas- LEHSC  
James Price –LEHSC  
Jim Caffrey –LEHSC  
Jane Biever –Local 1600  
Tim Newman, GENN2  
Lisa Walsh, GENN2

# EXHIBIT H

AMERICAN ARBITRATION ASSOCIATION

\* \* \*

IN THE MATTER OF THE ARBITRATION  
BETWEEN IBEW LOCAL 1600

AND

PPL SERVICES CORPORATION

\* \* \*

CASE NUMBER 01-16-000-3483

GRIEVANCE: G15LEH-035-LOCAL 1600,  
et al.-Contractors

\* \* \*

Wednesday, September 14, 2016

\* \* \*

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Holiday Inn

7736 Adrienne Drive

Breinigsville, Pennsylvania 18031

\* \* \*

Scheduled to begin at 10:00 a.m.

\* \* \*

VERITEXT LEGAL SOLUTIONS

MID-ATLANTIC REGION

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-- Representing IBEW Local 1600

\* \* \*

17 ALSO PRESENT:

18 FOR IBEW LOCAL 1600:

19 Steven C. Knoebel, President/Financial  
Secretary  
20 Jane Biever, Business Representative  
Tynia Crawford, Steward  
21 Laura Fitzgerald, Steward  
Shelley Ortiz, Manager, Business  
Improvement  
22 Lori Wagner, Manager, Customer Care  
Monica Brooks, Manager, Customer Care  
23  
24  
25

1 APPEARANCES: (Continued)

2 ALSO PRESENT: (Continued)

3 FOR PPL SERVICE CORPORATION:

4                   Tim Newman, Labor Relations

5                   Chris Graham, Direct of Customer  
Care Operations

6                   Bassem Hanna, Manager of Customer  
Care Operations

7                   Jesse Deffler, HR Intern

8                   Kelley Toth, HR Consultant

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2                           THE ARBITRATOR: All right. We're here  
3 for an arbitration between IBEW Local 1600 and PPL  
4 Services Corporation.

5                           AAA has docketed this as Grievance  
6 01-16-0000-3483, Grievance G15LEH-035-Local 1600,  
7 et al.-Contractors.

8                           Let me state for the record that  
9 representing the company is Michael J. Lebowich,  
10 Esquire. Representing the union is Joshua M.  
11 Bloom, Esquire.

12                          All right. It's a contract  
13 interpretation. So the union will go first; but  
14 before that, preliminary matters, any joint  
15 exhibits that we can agree to?

16                          MR. BLOOM: The collective bargaining  
17 agreement.

18                          MR. LEBOWICH: Yes.

19                          THE ARBITRATOR: J-1.

20                          MR. LEBOWICH: You probably have a few  
21 copies of that.

22                          (Joint Exhibit 1, Collective bargaining  
23 agreement, was marked for identification.)

24                          MR. BLOOM: The union grievance as Joint  
25 No. 2.

1                   (Joint Exhibit 2, Union grievance form,  
2 was marked for identification.)

3                   MR. LEBOWICH: That's fine.

4                   MR. BLOOM: The company's response offer  
5 as Joint 3.

6                   (Joint Exhibit 3, Company's response  
7 offer, was marked for identification.)

8                   THE ARBITRATOR: Are you giving a copy to  
9 the stenographer? I'm just asking. Some people  
10 do, and some people don't.

11                  MR. LEBOWICH: Oh, to hold?

12                  THE ARBITRATOR: Yes.

13                  MR. BLOOM: I didn't know there was going  
14 to be a court reporter. So I brought generally  
15 four copies of things.

16                  MR. LEBOWICH: Yeah. I think that's fine.  
17 We should be okay. Between us we'll be okay, as  
18 long as they get marked.

19                  So this is No. 3 (indicating)?

20                  MR. KNOEBEL: No, that's 2.

21                  THE ARBITRATOR: Joint 3 is a letter dated  
22 11/18/2015 to Steve Knoebel from Chris Graham,  
23 director, customer service operations.

24                  MR. LEBOWICH: We're fine with all that.

25                  THE ARBITRATOR: Okay. Is that it for the

1 joints?

2 MR. BLOOM: Yes.

3 THE ARBITRATOR: Okay. All right. If the  
4 union is ready, do you have an opening?

5 MR. BLOOM: Yes. My name is Joshua Bloom,  
6 and I represent IBEW 1600. As pointed out, this  
7 is a contract interpretation case. It's been  
8 filed against PPL, which is in the business of  
9 transmission and distribution of electricity.

10 The company previously had six power  
11 generation facilities; nuclear, gas, hydro and  
12 coal. It's my understanding that those power  
13 plants have been divested approximately during  
14 2014.

15 This grievance concerns the customer  
16 service department. During approximately 2010,  
17 the company formally approached the union; and the  
18 company wanted -- within the customer service  
19 department, wanted lower pay scale positions. The  
20 company felt that there were too many higher-paid  
21 employees doing work that could be done by  
22 lower-scaled paid positions.

23 They wanted additional pay steps, job  
24 titles and job training for progression through  
25 those steps.

1           The company offered the union and  
2 expressly represented to the union that the union  
3 would have more bargaining unit employees if they  
4 agreed to its proposal. It would have fewer  
5 contractors doing the bargaining unit work.

6           Just as a point of reference, at the time  
7 there was a company called PPL Solutions doing  
8 some contract work, contracting out work; and that  
9 issue was settled between the companies, and  
10 that's not part of the case. I'll refer later to  
11 subcontracting with regard to a company called  
12 iQor.

13           The union and the company negotiated,  
14 based on the company's representation, for  
15 approximately two years. On March 28, 2010, the  
16 company again represented to the union that if it  
17 agreed to this that it would increase Local 1600  
18 membership, that it would make some temporary work  
19 that was being done permanent, that it would hire  
20 an additional 22 employees and would reduce the  
21 need for contractors.

22           On April 30 of 2012, all of those  
23 negotiations resulted in an ultimate agreement, a  
24 written agreement, which was later placed into the  
25 collective bargaining agreement and almost all

1 relevant parts on what's pages 127 to 129 on  
2 Joint 1. I will be referencing that, if you can  
3 please take a look at it.

4 I think we're all working off the same  
5 book. Are the page numbers the same?

6 MR. LEBOWICH: What number did you give?

7 THE ARBITRATOR: I have Exhibit P on the  
8 top.

9 MR. KNOEBEL: It's a different page number  
10 in this one.

11 MR. BLOOM: If you go to the top, it says:  
12 This exhibit embodies the understanding between  
13 the parties relative to the revised progression  
14 lines for the customer contact centers located in  
15 Lehigh and Scranton.

16 It states the parties agree to create and,  
17 most importantly, maintain the following  
18 positions; and it lays out six positions, which  
19 I'm going to use the acronyms: CSA-I, CSA-II,  
20 CSA-III and Customer Service Representative,  
21 that's CSR, Customer Service Representative-Shift,  
22 what they call CSR-Shift, and the Senior Customer  
23 Service Representative.

24 Prior to this agreement, there was a  
25 CS Clerk, CSR and a CSR-Shift. So this agreement

1 resulted in much -- a few more lower pay scale  
2 positions and then one more actually higher pay  
3 scaled position, which was a Senior Customer  
4 Service Representative.

5           Then the agreement goes down to the --  
6 this, actually, at the time was called a letter of  
7 understanding. I may refer to it as the letters  
8 LOU.

9           It talked about the company's obligations  
10 with initial staffing. So if you go a few  
11 paragraphs down, it says: Initial staffing for  
12 the newly created positions will be accomplished  
13 in the following manner.

14           It talks about within 60 days ratification  
15 of the agreement, that they make the attempts  
16 permanent to go into these lower positions.

17           It indicates later in the agreement that  
18 they're going to hire a number of -- between 20 to  
19 22 CSA-Is. Then later in the agreement, if you  
20 look at the next page, it goes from the initial  
21 staffing and then it talks about what's going to  
22 happen to fill the positions through promotions  
23 and hiring.

24           At the top of the page it states: Future  
25 promotional opportunities will be filled in the

1 following manner.

2           Then it talks about each one of these  
3 positions, that when there is -- that each  
4 individual in that position will be offered the  
5 opportunity to promote based upon job seniority  
6 and to the particular position, it says as  
7 vacancies arise.

8           So in other words, the company agreed that  
9 they will fill the vacancies with promotions. For  
10 all of the positions in the CSA-I, they agreed  
11 that not only would they have the opportunity to  
12 be promoted, but it states: This position will be  
13 considered the entry level position, and vacancies  
14 will be filled by newly hired employees.

15           So if there is a vacancy, the company  
16 agreed they would fill it.

17           Now, before the letter of understanding or  
18 what's noted in the collective bargaining  
19 agreement as Exhibit P, there were approximately  
20 205 employees in customer service. December 2012,  
21 after the company initially staffed the department  
22 pursuant to this agreement, it ended up being  
23 approximately 212 employees in the customer  
24 service department; and although the company did  
25 honor the agreement to create the positions and

1 initially fill them, most, unfortunately, the  
2 evidence is going to show that the company never  
3 maintained the positions as they promised.

4 THE ARBITRATOR: Never maintained the  
5 positions?

6 MR. BLOOM: Never maintained the  
7 positions.

8 Now, for CSA-I, there's an automatic  
9 promotion to CSA-II. The agreement says 12  
10 months, but there's a side agreement that made it  
11 six months; but other than those automatic  
12 promotions from the CSA-Is that were initially  
13 hired, there were zero promotions within -- from  
14 one bargaining unit position to the higher  
15 bargaining unit position in the progression.  
16 There have been absolutely zero.

17 So even though the company said they will  
18 fill those vacancies through promotions, other  
19 than those automatic promotions from I to II, the  
20 company never filled any vacancies with  
21 promotions.

22 Also, the company never continued to hire  
23 any open vacancies within the CSA position, even  
24 though it agreed that it will fill those  
25 vacancies.

1           By October of 2015, the customer service  
2 department had went down to approximately 156  
3 employees; and that was from a high, from what our  
4 records show, of approximately 212 in December of  
5 2012.

6           So by the time of October -- and that's an  
7 important time period, October of 2015; I'll  
8 explain why -- as you can see, it went down  
9 substantially after that.

10          Rather than fill the vacancies via  
11 promotion and hiring as it had promised, the  
12 company went out and made a deal with a  
13 subcontracting company called First Contact,  
14 LLC -- but all the documents will reference it as  
15 iQor -- to do the bargaining unit work.

16          So, basically, what the company did was --  
17 rather than fulfill its end of the bargain on  
18 Exhibit P, what it did it is backfilled what  
19 should have been promotions and new hires. It  
20 just used subcontractors that were doing the work  
21 in Florida.

22          This is a very, very substantial contract  
23 that the company made. The company's contract  
24 with iQor was for three years. It was estimated  
25 at \$3 million per year to do all facets,

1       essentially, of the bargaining unit customer  
2       service work and to do that work, 365 days a year,  
3       seven days per week, 24 hours per day.

4                 Based upon an information request that the  
5       union made of the company, the union learned that  
6       iQor employees are doing most all facets of the  
7       bargaining unit work, 81 of them -- 81 employees  
8       who are routinely, like I said, 365, seven days a  
9       week, 24 hours a day, doing their work.

10                Basically, when the company blatantly  
11       failed to maintain the positions by promoting and  
12       hiring, it circumvented its duty by diverting the  
13       bargaining unit work to the iQor contractor; and  
14       this is a direct violation of Exhibit P.

15                Alternatively and independently, the  
16       company also violated Article II, Section 5-D of  
17       the CBA because it didn't meet any of the five  
18       justifications to subcontract within the CBA.

19                I'll point out in my closing brief that  
20       the company actually is the one that has the  
21       burden to prove that it met the justifications,  
22       which makes a tremendous amount of sense because  
23       they have all of the information about the  
24       contracting out. The union can only get what it's  
25       smart enough to ask for it, and it can't know

1 everything based upon what happens in remote  
2 areas.

3 On page three of the collective bargaining  
4 agreement, joint 1, is the subcontracting  
5 provision, which is Article II, Section 5-D.  
6 Again, that's on page three. It lays out the five  
7 justifications that the company is permitted to  
8 subcontract out bargaining unit work.

9 The first one, it says when the skills are  
10 not available from the present employees.

11 Evidence will show that the bargaining unit had  
12 all the requisite skills; and within this LOU, or  
13 Exhibit P, that I just talked about, the actual  
14 document, was the company and the union agreeing  
15 on what the training process was going to be to  
16 ensure that all the skills necessary for the job  
17 were going to be held by the bargaining unit  
18 employees.

19 The job description shows that they had  
20 all the skills. This was not a situation where  
21 the company contracted to supplement the  
22 bargaining unit. These iQor employees were doing  
23 the work 24 hours a day, seven days a week, 365  
24 days a year.

25 The second justification, public and/or

1 customer relations will require it, the company  
2 didn't claim that in its notification.

3           Third, the claim that the present  
4 employees could not meet the work in time, the  
5 company never brought to the attention that the  
6 employees were not completing the work on time.

7           The bargaining unit employees were doing  
8 all the work without a problem; and they had  
9 employees called CSR-Shift that were working later  
10 hours or early morning hours, and there were 10 of  
11 them. IQor had five employees that were working  
12 in the middle of the night, essentially; but the  
13 bargaining unit already had 10 employees to do  
14 this and could definitely get the work done on  
15 time that we can also show from the information  
16 requested.

17           It's not as if the calls went up  
18 tremendously bringing in this need to go get 81  
19 employees from a contractor. The calls stayed  
20 about the same. Everything pretty much remained  
21 the same.

22           The next justification that permits the  
23 company to subcontract out is when it's economical  
24 to do so. In October of 2015, the bargaining unit  
25 had 156 employees; and the work was getting done.

1 Now, it may be that they needed to add on new  
2 employees; and we believe that they did pursuant  
3 to what they agreed and were obligated to do under  
4 Exhibit P, but they brought in iQor.

5 The information we got from the company as  
6 of March of 2016, there was eight less employees.  
7 So you have 81 employees from iQor doing the work  
8 that eight employees who attritted out were doing,  
9 but the work was still getting done.

10 Based upon the documents we received from  
11 the company, the company is on track to spend  
12 \$3.75 million the first year with iQor. They were  
13 spending \$312,017 a month on iQor. Meanwhile,  
14 they -- they made the deal in 2012 to create and  
15 maintain the bargaining unit positions in the LOU.

16 The fifth justification, peaks of work for  
17 temporary increase, basically you're talking about  
18 emergency work. Respectfully, that defense is  
19 completely invalid. This is not a situation where  
20 they were brought in to be on call in the event  
21 that there was a peak of work or an emergency.

22 These iQor employees, 81 of them, were  
23 doing work 24 hours, seven days a week, 365 days.  
24 They were doing all facets of it. This is  
25 definitely routine; not peak.

1           In short, the company violated Exhibit P  
2 by filling vacancies -- by failing to fill the  
3 vacancies in customer service; and rather than  
4 promoting and hiring to fill the vacancies, they  
5 subcontracted out.

6           Alternatively and additionally, they  
7 didn't comply with the subcontracting provision,  
8 for whatever reason. I can't read their mind.

9           As a remedy, Local 1600 is respectfully  
10 requesting that this honorable arbitrator find  
11 that the company violated Exhibit P, Article II,  
12 Section 5-D and that the company cease and desist  
13 from continuing to use iQor contractor or any  
14 other new contractors in an effort to circumvent  
15 its duty to fill vacancies through promotions and  
16 new hires as it's required to do in Exhibit P and  
17 that it make employees whole for all lost work  
18 opportunities, wages, benefits, et cetera and that  
19 the company be required to comply with Exhibit P  
20 by filing the vacancies through promotions and new  
21 hires as it had agreed to do.

22           That's it. Thank you very much.

23           THE ARBITRATOR: Thank you.

24           MR. LEBOWICH: Can we go off the record?  
25 I'm going to need a couple of minutes.

1           THE ARBITRATOR: Do you need to  
2 conference?

3           MR. LEBOWICH: Yes.

4           (Pause in the proceedings.)

5           THE ARBITRATOR: Okay.

6           MR. LEBOWICH: Yes.

7           THE ARBITRATOR: When you're ready.

8           MR. LEBOWICH: Mr. Arbitrator, as the  
9 saying goes, here we go again. We're here before  
10 you once again to address yet another attempt by  
11 Local 1600 to limit the company's broad  
12 contractual rights to subcontract.

13           As we all know, Local 1600 does not  
14 approve of when we subcontract work; but as you  
15 and other arbitrators all have heard me say before  
16 and other arbitrators have decided, the parties'  
17 collective bargaining agreement clearly and  
18 without doubt gives the company significant  
19 authority to do just that; and as you also heard,  
20 this case today involves customer care agents, the  
21 individuals who answer the phones to help you with  
22 billing, collection and service issues.

23           Now, I have to veer off of what I had  
24 prepared -- and I'll get back to that when I get  
25 to union counsel's alternative argument -- to

1 address what I think are some fundamental concerns  
2 that I now have about the proceeding we're here  
3 for today.

4 Union's counsel and the union is  
5 presenting to you that their primary argument in  
6 this matter is that the company violated  
7 Exhibit P.

8 Now, I will put aside for now at least the  
9 fact that I think that is completely wrong and it  
10 does not -- there's nothing in Exhibit P that in  
11 any way limits our ability to subcontract or  
12 otherwise require us to fill any particular  
13 position.

14 But I have to start with the fact that  
15 Joint Exhibit 2, which was presented to you today,  
16 makes -- which is the grievance in this matter --  
17 makes absolutely positively no mention of  
18 Exhibit P and Article III of the collective  
19 bargaining agreement, Section 3, which Article III  
20 is the grievance procedure.

21 Article III, Section 3-B states -- and  
22 this is on page five of Joint Exhibit 1 --  
23 grievances, in order to be considered and be  
24 subject to adjustment, must be made in writing  
25 signed by the aggrieved employee and must specify

1       the article and section of the agreement upon  
2       which the grievance is based.

3               It also, by the way, must come within  
4       five -- there's a five-day period and a 10-day  
5       period, and I'll come back to that in a second;  
6       but before we go any further, there is nothing in  
7       Joint Exhibit 2 that mentions anything about  
8       Exhibit P. Yeah, there's Article I, Section 1-A.  
9       We see that all the time. We see Article II,  
10      Section 5, paragraph D. That's the subcontracting  
11      clause. We see Article VI, Section 1-D. That's  
12      the clause the union continuously insists that  
13      requires us to fill vacancies that doesn't  
14      actually require us to fill vacancies.

15               That's fine. We'll address those things  
16      on the merits, but there is nothing about  
17      Exhibit P; and if the union is going to point out  
18      in this thing that they've added to their own  
19      grievance form -- that's not our document; it's  
20      the union's grievance form -- that says "and any  
21      other applicable provision," well, Mr. Arbitrator,  
22      that doesn't do anything.

23               The contract language clearly states they  
24      must articulate which article is being violated,  
25      or exhibit in this case. It's easy enough to

1 write Exhibit P. It could have been done. It  
2 wasn't; and, therefore, any argument -- any  
3 argument at all that they're going to make here  
4 today should be rejected out of hand; and,  
5 frankly, I would argue it is inappropriate to put  
6 testimony on at all as it has nothing to do with  
7 this case.

8 Further, the argument that I heard being  
9 made was that we were failing to fill vacancies.  
10 Exhibit P requires -- according to the union, what  
11 I heard, it requires us to fill vacancies -- not  
12 prohibit subcontracting, but requires us to fill  
13 vacancies.

14 That's not what the grievance is about.  
15 There's -- and if it is, it isn't timely because  
16 the grievance procedure requires within five  
17 working days from the date of the occurrence that  
18 the issue first be raised with a supervisor and  
19 then 10 days later be put in writing.

20 We have nothing about each individual  
21 vacancy that wasn't filled. The union's counsel  
22 talks about natural attrition. I believe the  
23 numbers were going down from 212 to 156; but,  
24 clearly, if the union's position is we should have  
25 been filling vacancies all along, there should

1 have been grievances all along there.

2           If they are, they're not here today. I'm  
3 not precluding the fact that those things might  
4 exist somewhere. I don't know, but that's not the  
5 issue that's being addressed here.

6           What's being addressed here is contracting  
7 out. At least, that's what we thought because  
8 what triggered this grievance was, in fact, the  
9 contractor notification that was presented to the  
10 union somewhere along the way in late 2015.

11          So any of these arguments -- and then I  
12 will switch to the alternative; what they call the  
13 alternative. Frankly, it's what I thought we were  
14 here about. But any of the arguments about  
15 Exhibit P, failing to fill vacancies, some  
16 argument that we limited the rights that had been  
17 fully and fleshed out by other arbitrators in  
18 Article II, Section 5-D or the interpretation of  
19 Article VI, 1-D, which you've heard me say before  
20 in another case and Arbitrator Agis [ph] has said  
21 repeatedly, that that does not require the filling  
22 of any vacancy, that clause. All that clause does  
23 is inform the union. If the company wishes to  
24 fill a vacancy, we have to let the union know  
25 we're going to do that; and it's been made

1       patently clear in at least two cases over the last  
2       two years.

3                   So all of that -- all of that,  
4       Mr. Arbitrator, I present to you is simply not  
5       before you and should not be heard today. If we  
6       do go forward, it should be rejected on procedural  
7       grounds; failing to follow the grievance procedure  
8       and failing to be timely.

9                   With that, however, while I would ask that  
10      you take my request to not proceed on those  
11      arguments, I'll give you our response to the  
12      alternative.

13                  I think it's important because I think  
14      there's some fundamental misunderstandings about  
15      the nature of the contracting, both before and  
16      after iQor was engaged; and I will take union  
17      counsel's point about the fact that the union may  
18      not have all that information, but that's what  
19      we're here to present to you.

20                  So, as I said, the case involves customer  
21      care and customer contact issues, individuals who  
22      handle billing, collection and service.

23                  First, let me say that PPL -- and there  
24      was some reference to this, but not in sufficient  
25      detail -- has been contracting out this type of

1 call center work for years.

2           The grievance did arise when PPL selected  
3 a new contractor, iQor; but at the time that  
4 happened, PPL had been using PPL Solutions, which  
5 is now another company called Hanson. But also a  
6 second company called NCO was already in place at  
7 that time, and iQor was simply -- maybe that's a  
8 little overgeneralistic -- was replacing NCO and  
9 admittedly expanding upon what NCO --

10           THE ARBITRATOR: You're saying iQor was  
11 the third?

12           MR. LEBOWICH: IQor is the third  
13 contractor, and NCO is no longer. PPL Solutions,  
14 now Hanson -- there was a corporate transaction --  
15 is still there as well; but NCO did exist before  
16 iQor, and iQor took over from NCO.

17           So what are we talking about? You heard  
18 some of the background; but just so we're clear,  
19 PPL has two call centers in Pennsylvania. They  
20 are staffed by Local 1600 representative  
21 bargaining unit employees.

22           These individuals at the call centers and  
23 who are in the customer care group are in job  
24 classifications -- they have job classifications  
25 of Customer Care Agent I, II, III and there is a

1 higher level of Customer Service Rep and Senior  
2 Customer Service Rep. It is correct that I do  
3 believe we do not have any current Customer  
4 Service Agent Is.

5 Now, one point that is critical here is  
6 that bargaining unit employees take the broad  
7 range of calls from Monday through Friday,  
8 8:00 a.m. to 5:00 p.m. That is it. That is all  
9 there is. There is a CSR-Shift position.

10 THE ARBITRATOR: Meaning that's all there  
11 is of their work?

12 MR. LEBOWICH: Of their work.

13 THE ARBITRATOR: Okay.

14 MR. LEBOWICH: That's what they do. There  
15 is a CSR-Shift position that at one point in time  
16 was in the customer care organization. It is no  
17 longer in the customer care organization. It's  
18 over in the dispatch -- I'm using the wrong term.

19 MR. NEWMAN: Field services area.

20 MR. LEBOWICH: -- the field services area  
21 to deal with calls at night about emergencies, but  
22 that's not what we're talking about here. It's a  
23 few people. They do exist, but they're not even  
24 in the customer care organization. They're in the  
25 top of the progression line. It's possible for

1       one person who is a Customer Service Rep to move  
2       into that job, but they are -- they're not even  
3       part of this group.

4                  THE ARBITRATOR: They're in the bargaining  
5       unit, but not part of this group?

6                  MR. LEBOWICH: Correct.

7                  THE ARBITRATOR: All right.

8                  MR. LEBOWICH: So prior to 2015, NCO and  
9       PPL Solutions were engaged to provide supplemental  
10      additional call service agents in that 8:00 a.m.  
11      to 5:00 p.m. range, not overnight, not second  
12      shift or third shift, basically doing the same --  
13      pretty much the same time and work that PPL  
14      employees are doing.

15                 From a timeliness point of view, that's  
16      been going on for a long time. Nothing has  
17      changed about that. Okay. Bringing iQor in has  
18      not changed that at all. PPL Solutions continues  
19      to do that, and now iQor does that.

20                 Now, in the spring of 2015, PPL decided,  
21      in order to provide better customer service, it  
22      should move to 24-hour service, 365, seven days a  
23      week, as union counsel points out; and as part of  
24      that process, it evaluated its current contractors  
25      and decided that it needed to replace NCO.

1           PPL instead, as you heard, engaged iQor in  
2 the fall of 2015 and provided -- to provide  
3 eventually 24-hour coverage; and, again, that was  
4 to replace what NCO was currently doing, which was  
5 providing additional support from 8:00 to 5:00,  
6 peaks, emergencies, things like that and -- I'll  
7 talk a little bit about the peak work in a second  
8 that was dismissed by union's counsel -- to  
9 eventually add a second and third shift.

10           That selection of iQor was made by Chris  
11 Graham, the PPL director of customer service  
12 operations; and he will be testifying, presumably,  
13 later today.

14           Now, as I believe you know and you've  
15 heard already today, the collective bargaining  
16 agreement firmly establishes the company's right  
17 to subcontract work, provided it meets one of the  
18 applicable criteria; and the ones that we will be  
19 talking about today are that the needed skills are  
20 not available from present employees, it would be  
21 more economical when peaks of work -- let me get  
22 it right -- when peaks of work would require a  
23 temporary increase of the company's forces with  
24 the subsequent layoff of such additional forces.

25           There is no limit on the amount of this

1 contracting as long as no current employee is laid  
2 off or loses straight time pay. Again, no current  
3 employee is laid off or loses straight time pay.  
4 We've heard no allegation, nor could there be one  
5 as no employee has been laid off or lost straight  
6 time pay as a result of our contracting with iQor.

7 So Chris Graham evaluated his options and  
8 decided that iQor was the way to move forward.

9 Why? Well, first, some of this was just replacing  
10 the peak work, for example, that NCO had been  
11 doing; and, yes, there is peak work done by  
12 customer care agents.

13 There's a need for peaks, particularly in  
14 the springtime in what is commonly known in the  
15 industry as cut season when we start to have the  
16 legal authority to cease -- to cut off people's  
17 electricity. That, as a result, increases call  
18 volume. So we staff up using contractors.

19 So one of the things that iQor is doing  
20 and we put out a contractor notification for was  
21 that they were going to replace NCO to provide  
22 this peak work.

23 One of the other -- there was a comment  
24 about emergencies. Well, one of the reasons --  
25 and you'll hear the reason why emergency work was

1 placed on the contractor notification form -- is  
2 that PPL determined that it would be a good idea  
3 in the case of an emergency, such as a weather  
4 event that took out our two facilities in  
5 Pennsylvania, that we actually have redundancy  
6 somewhere else outside of the northeast weather  
7 system.

8           We hope that never happens, of course; but  
9 it is an important thing to have, and that is why  
10 emergencies is checked off.

11           Next, contrary to the comment that was  
12 suggested, PPL clearly did not have the people to  
13 fill a second and third shift. We have an 8:00 to  
14 5:00 work force. That's when people work. It  
15 happens to be the prime workforce. If you work in  
16 a call center, that is the prime shift to have, a  
17 day shift; and we would be adding here -- our  
18 contractor is adding to a second and third shift.

19           Absent subcontracting, I don't think there  
20 would be any dispute, because I think this is the  
21 union's argument, that -- their argument is that  
22 we would have to hire people, is that we would  
23 have to hire new employees to fill that or  
24 attempt, I guess, to do it on overtime which would  
25 not, by any means, be sustainable or reasonable to

1 suggest to perform this work.

2 Did we have people who are capable of  
3 performing customer care work? Yes. Did we have  
4 enough people to do that on a second and third  
5 shift? Absolutely not.

6 As you heard, we have 60, 70, 80 people  
7 working on this through iQor; and, of course, as  
8 it is our position and is clear in the contract,  
9 there is no obligation to hire new people and  
10 there is no obligation to do this on overtime.

11 The contracting language provides for just  
12 this possibility because the language is when  
13 present employees are not able to do the work in  
14 question.

15 Finally, it was, to be blunt, a lot  
16 cheaper to do this. We have looked at this a  
17 number of ways, and Mr. Graham reviewed the  
18 average cost of monthly wages on a per-person  
19 basis -- and let me just stop there for a second.  
20 That's the correct way of looking at this, on a  
21 per-person basis. The fact -- this is not a  
22 question of we had eight people who could do the  
23 work and the contractors had 80. That's not what  
24 happened here.

25 Again, the Customer Shift -- the Customer

1 Service-Shift people, CSR-Shift people, aren't  
2 even relevant. That's not even the same work  
3 that's being done by the contractors; but even if  
4 you had a couple of people working, the analysis  
5 isn't, well, I have eight people and they've been  
6 doing enough, and we're comparing that to putting  
7 on 80 people.

8                 The reality is what would it take -- the  
9 key element is what would it take for us to  
10 provide the same level of service that we're using  
11 the contractor for, and that's the same 80 people.  
12 I'm just using that number because that's the  
13 number that union counsel used.

14                 So Mr. Graham reviewed an average cost per  
15 job at each level at CSA-I through CSR; and no  
16 matter how you look at it, when you look at the  
17 average cost of monthly wages, benefits and  
18 allocating unproductive time like vacations and  
19 things like that, which we don't pay for with a  
20 contractor, even at the lowest levels at CSA-I,  
21 the total cost of contracting is estimated to be  
22 far less than hiring our own employees.

23                 In preparation for this case, because the  
24 issue was raised by union, they asked us to say,  
25 okay, what do the invoices look like? What did we

1 actually spend money on?

2           Well, Mr. Graham analyzed that to look at  
3 the total actual cost compared to if we had  
4 engaged our own bargaining unit employees. And so  
5 far in just the -- I guess this was through is  
6 November through July, I believe. I may be off by  
7 a month. We've saved over -- just under \$800,000,  
8 about 765,000, in comparison, just in that first  
9 year.

10           And as we projected going forward on that  
11 \$3 million per year contract, which is what it is  
12 estimated to be, our conservative estimate shows  
13 us saving another \$2 million over the next three  
14 years; and these later calculations, just so you  
15 know because we like to be conservative when we do  
16 this, if it's to the best that we can, these later  
17 calculations done even include vacations and paid  
18 time off. They don't include cost of overheard,  
19 for example, keeping the call centers open on  
20 second and third shifts, the security that's  
21 required, the electricity, the building  
22 maintenance, et cetera, if we were to try to do  
23 24-hour shifts ourselves.

24           It does include -- some of the analysis  
25 that you'll see does include the increased cost of

1 supervision; but either way, we still make  
2 money -- we save money by using their supervision  
3 rather than our supervision.

4 All of that put together, Mr. Arbitrator,  
5 we believe shows that the contracting clearly  
6 falls within that which is allowed by the  
7 collective bargaining agreement, and has been  
8 established by many arbitrators before today's  
9 hearing; and we suggest to you that the grievance  
10 must be denied in its entirety on both procedural  
11 and substantive grounds. Thank you.

12 THE ARBITRATOR: Thank you.

13 Union, are you ready to proceed?

14 MR. BLOOM: Yeah. I don't know -- I  
15 wouldn't suggest that I provide any rebuttal to  
16 the underlying merits of the case, but I didn't  
17 know if you wanted me to provide a rebuttal  
18 opening to the brief scope of the grievance issues  
19 or to do it through a witness.

20 THE ARBITRATOR: Why don't you do it  
21 through a witness?

22 MR. BLOOM: Okay.

23 Is it possible that the three of us could  
24 caucus? I have a question about the order.

25 (A brief recess was taken.)

1           THE ARBITRATOR: Union's first witness?

2           MR. BLOOM: I'm going to call Jane Biever.

3           (Discussion held off the record.)

4                         \* \* \*

5                         JANE BEIVER,

6           having been duly sworn or affirmed, was examined  
7           and testified as follows:

8           THE ARBITRATOR: State your name and your  
9           position.

10          THE WITNESS: Jane, J-A-N-E, Biever,  
11          B-I-E-V-E-R, business rep, IBEW Local 1600.

12          THE ARBITRATOR: Thank you.

13                         \* \* \*

14                         DIRECT EXAMINATION

15          BY MR. BLOOM:

16          Q.        By whom are you currently employed?

17          A.        IBEW Local 1600.

18          Q.        And how long have you been employed?

19          A.        Eleven years.

20          Q.        With IBEW 1600?

21          A.        With 1600, yes.

22          Q.        Okay. And what has your title been with  
23        1600?

24          A.        Business rep or business representative.

25          Q.        Okay. Were you employed by PPL in the

1 past?

2 A. Yes.

3 Q. And what positions did you hold with PPL?

4 A. I was a Cash Receipts Operator, Steno  
5 Clerk General and Customer Service Representative.

6 Q. And how long were you employed by PPL?

7 A. I started in '91 and I'm technically still  
8 employed. I'm on a leave of absence from PPL.

9 Q. How long did you work as a Customer  
10 Service Representative?

11 A. Approximately 10 years.

12 Q. From when to when, do you recall?

13 A. Maybe '95-'96 to about 2005.

14 Q. What are your duties as business  
15 representative with regard to the customer service  
16 department? Are you the main representative from  
17 the union?

18 A. I am. It is one of my jurisdictions, yes.

19 Q. Okay. You recall -- I mentioned in my  
20 opening statement that the company had approached  
21 the union in approximately 2010 with a formal  
22 offer with regard to making some changes in the  
23 customer service department. Do you recall that?

24 A. Yes.

25 Q. Okay. I'm going to hand you what I would

1 like to mark as Union Exhibit No. 1.

2 (Union Exhibit 1, Company proposal-CSR  
3 Progression Line, was marked for identification.)

4 BY MR. BLOOM:

5 Q. Take a look at this document, please. Is  
6 this a true and accurate copy of the proposal that  
7 the company supplied the union in approximately --  
8 on August 27, 2010?

9 A. Yes.

10 Q. Okay. Now, was this proposal immediately  
11 accepted by the union or did negotiations ensue in  
12 response to this proposal?

13 A. Negotiations ensued.

14 Q. Okay. Could you please look at where it  
15 says proposal? And I'll represent to you it says:  
16 The company is proposing a change to the two CSR  
17 progression lines in Lehigh and Scranton as  
18 follows.

19 Then the next paragraph, could you please  
20 read the first sentence?

21 A. Sure. You're talking about the paragraph  
22 underneath the bullet points?

23 Q. Yes.

24 A. Okay. Ultimately there would be more  
25 bargaining unit employees, fewer contractors and

1       fewer generalists proposed (CSR-4).

2       Q.        Okay. What was your understanding when  
3           the company approached the union in 2010 of what  
4           the -- in large picture, what the company was  
5           looking for and what it was offering in exchange?

6       A.        The company was looking to expand the  
7           progression line. What they wanted from us were  
8           some lower rated job classifications within the  
9           progression line; and in exchange for that, there  
10          would be more employees. There would be a higher  
11          staffing number, and there would be fewer  
12          contractors in use.

13           MR. BLOOM: Okay. I'd like to offer  
14          Union 1 into evidence. By the way, do we need to  
15          offer each document into evidence or just only if  
16          there's an objection?

17           THE ARBITRATOR: No. Everything will be  
18          admitted unless I hear an objection and sustain  
19          the objection.

20           MR. LEBOWICH: It's the company's  
21          proposal. I'll just save it for cross.

22          BY MR. BLOOM:

23        Q.        In response to this company proposal, did  
24           the union negotiate with the company and did the  
25           talks continue?

1 A. Yes.

2 Q. All right. I'd like to hand you what I'll  
3 mark as Union Exhibit 2.

4 (Union Exhibit 2, E-mail dated 3/28/12  
5 with attached LOU, was marked for identification.)

6 BY MR. BLOOM:

7 Q. What I've handed you is what is marked as  
8 Union Exhibit No. 2. I'll represent to you it  
9 appears to be an e-mail sent to you from David  
10 Ling. Who was David Ling?

11 THE ARBITRATOR: If you know his job  
12 position.

13 THE WITNESS: I think at that time, he was  
14 still director of customer contact centers.

15 THE ARBITRATOR: Okay.

16 BY MR. BLOOM:

17 Q. He's a manager or representative of the  
18 company, to your understanding?

19 A. Yes.

20 THE ARBITRATOR: Can we have a stipulation  
21 just on the identity of this individual?

22 MR. LEBOWICH: He is the manager rep, or  
23 he was.

24 THE WITNESS: He was the director of  
25 customer operations at that time.

1                   THE ARBITRATOR: Thank you.

2 BY MR. BLOOM:

3 Q.           And if you look at the e-mail that he sent  
4 you, did Mr. Ling again represent to you that it  
5 would increase your membership and reduce  
6 contractors?

7 A.           Yes.

8 Q.           Where is that?

9 A.           In the first full dot and the second full  
10 dot.

11 Q.           Now, it also states that upon ratification  
12 the company would begin the hiring process to hire  
13 18 existing spec temps into the CSA-III position.

14               Did that -- did the company go through  
15 with that?

16 A.           Yes.

17 Q.           Now, you realize that this e-mail does not  
18 contain the final agreement?

19 A.           Right.

20 Q.           It says: In addition, we'll hire an  
21 additional 22 new employees into the new lines at  
22 CSA-I within six months of ratification.

23               Did the company ultimately go ahead and  
24 hire approximately 20 or 21 --

25 A.           Yes.

1 Q. -- new employees into the CSA-I after the  
2 agreement was reached?

3 A. Yes.

4 Q. And during the year of 2012?

5 A. Yes.

6 Q. Okay. Did the company and the union  
7 ultimately reach an agreement, which is called a  
8 letter of understanding, regarding these issues  
9 that was signed by both parties --

10 A. Yes.

11 Q. -- and executed?

12 A. Yes.

13 Q. I'm going to hand you what I'll mark as  
14 Union Exhibit No. 3.

15 MR. LEBOWICH: Can we go off the record?

16 (Discussion held off the record.)

17 (Union Exhibit 3, Agreement between IBEW  
18 1600 and PPL, was marked for identification.)

19 THE ARBITRATOR: So we're on Union 3, the  
20 letter of understanding.

21 BY MR. BLOOM:

22 Q. Is this a true and accurate copy of the  
23 agreement that was reached between IBEW Local 1600  
24 and PPL regarding the agreement to -- that was I  
25 discussed with Union Exhibit No. 2? Basically,

1       this is the final agreement?

2       A.       Yes.

3       Q.       In looking at this agreement -- turn to  
4       page three. Actually, the document states  
5       April 30, 2012, but it was -- was it signed  
6       April 12, 2012?

7       A.       Yes.

8       Q.       Okay. And was it signed by the company?  
9       Do you happen to know whose that signature was?

10      A.       I think it's Kent, Sr.'s signature, but I  
11       can't confirm that.

12      Q.       Do you know who he was -- well, he still  
13       is?

14      A.       I'm guessing -- is he director of human  
15       resources?

16            MR. LEBOWICH: Labor relations.

17            THE WITNESS: Labor relations.

18            THE ARBITRATOR: Once again, can we agree  
19       that that's his signature?

20            MR. LEBOWICH: That's Kent's signature.

21       BY MR. BLOOM:

22      Q.       Just for a point of reference, looking at  
23       this document, it has the agreement on the first  
24       two pages -- sorry -- the first three pages. Then  
25       there's a graph that shows the progression line on

1 four and then the job descriptions?

2 A. Correct.

3 Q. Were these new job description?

4 A. Some of them, yes.

5 Q. One of the job description -- it's on page  
6 10 of 14. Can you take a look there?

7 A. Okay.

8 Q. Is that the Customer Service  
9 Representative-Shift?

10 A. Yes.

11 Q. Is that the CSR-Shift worker?

12 A. Yes.

13 Q. Did the union ever agree with the company  
14 at any time, other than this agreement, as to  
15 those duties of the Customer Service  
16 Representative-Shift, or CSR-Shift, changing to  
17 only becoming dispatch?

18 A. No.

19 Q. Did you consider these job descriptions to  
20 be part and parcel to this agreement which I've  
21 marked as Union Exhibit No. 3?

22 A. Yes.

23 Q. Okay.

24 THE ARBITRATOR: Okay. Some of them at  
25 the end, their descriptions designate "created"

1 and on the others, it says "revised." Can I take  
2 that "created" are the newer ones?

3 THE WITNESS: Just a minute. Yes. You're  
4 looking at the CSA-I, II and III?

5 THE ARBITRATOR: Yes.

6 THE WITNESS: And then also the Senior  
7 CSR?

8 THE ARBITRATOR: Yes. Well, it says  
9 created.

10 THE WITNESS: Yes. That's the new job  
11 description, correct.

12 BY MR. BLOOM:

13 Q. Do you want to -- I know I referenced this  
14 in my opening statement, but explain for the  
15 Arbitrator what positions, if any, were eliminated  
16 through this agreement.

17 A. Collection Assistants and Customer Service  
18 Clerk, contact center.

19 Q. And what was your understanding of  
20 where -- the duties that were performed by  
21 employees in those positions, did they go into the  
22 newly created job titles? Is that your  
23 understanding?

24 A. Yes.

25 Q. And was there also an agreement contained

1       in here that this would be made part of a formal  
2       collective bargaining agreement --

3       A.       Yes.

4       Q.       -- if you look at the bottom on page three  
5       of 14?

6               All right. Now, before I -- if you look  
7       at page three, the Customer Service-I, if you at  
8       the second bullet point there, the second sentence  
9       states: The first 20 CSA-Is hired into these new  
10      lines will all be new hires and hire, hire, post  
11      will go into effect the following these hires.

12              Did that sentence make it into the  
13      collective bargaining agreement, the actual --  
14      I'll represent to you that it doesn't in Joint 1.

15       A.       I don't think so. I think now they are  
16      all new hire.

17       Q.       Because the 20 were hired?

18       A.       Yes.

19       Q.       Does that become moot? Is that why it  
20      wasn't put in there, to your understanding?

21       A.       Yes.

22       Q.       Okay. Will you state specifically -- I'm  
23      sorry, not specifically; but to your understanding  
24      in general, were there -- some of the newly  
25      created positions, were they much lower, the same

1 or higher pay scale than the pre-existing  
2 positions, the previous positions?

3 A. One is -- I'm sorry. Let me look. One I  
4 believe is comparable. The Customer Service  
5 Assistant-II is comparable to a Collection  
6 Assistant, which they're both a B-1 rate of pay.  
7 The Customer Service Assistant-I is, for lack of a  
8 better term, cheaper. The Customer Service  
9 Assistant-III is again, for lack of a better term,  
10 cheaper than a CSR; but the skill level within the  
11 job classification was higher than the other two  
12 where they could perform maybe complex work.

13 Q. Okay. I'll hand you what I would like to  
14 mark as Union Exhibit No. 4.

15 (Union Exhibit 4, E-mail dated 6/5/12, was  
16 marked for identification.)

17 BY MR. BLOOM:

18 Q. I've handed you some e-mail correspondence  
19 between you and Shelley Ortiz. Hopefully, I  
20 pronounced that correctly.

21 Is this correspondence just confirming and  
22 demonstrating that the company did hire those  
23 initial positions, the initial staffing?

24 MR. LEBOWICH: Objection. The document  
25 speaks for itself. We're getting a little bit of

1 leading here.

2 THE ARBITRATOR: It says what it says.

3 MR. BLOOM: Yeah. I'm just trying to get  
4 the reference of why I'm entering it. That's all.  
5 I can just ask her what it is, or I can just enter  
6 it.

7 THE ARBITRATOR: You can just enter it if  
8 you're going to make an argument that it states  
9 what you want to state.

10 MR. BLOOM: Yeah. It's not critical or  
11 crucial. It's just background.

12 THE ARBITRATOR: All right. So you've got  
13 it in.

14 MR. LEBOWICH: No objection.

15 BY MR. BLOOM:

16 Q. After the grievance was filed in this  
17 case, did you make an information request to the  
18 company?

19 A. I did.

20 Q. Okay. And did the company offer a written  
21 response?

22 A. They did.

23 Q. I'm going to hand you what I'll mark as  
24 Union No. 5.

25 (Union Exhibit 5, Information request with

1 attachment, was marked for identification.)

2 BY MR. BLOOM:

3 Q. Is this a true and accurate copy of your  
4 information request and Timothy Newman's response,  
5 except for, I believe, his response did also have  
6 attachments that we may offer some or all in later  
7 reference?

8 A. Yes.

9 MR. LEBOWICH: Now, I'm curious about the  
10 relevance of this. This is not -- it doesn't go  
11 to the nature of the grievance itself. I mean,  
12 there's no -- we don't have any dispute that an  
13 information request was made; but, particularly,  
14 the dialogue back and forth about information we  
15 provided and information we didn't provide, I  
16 think is, frankly, irrelevant here. We eventually  
17 did provide information. I don't think there's a  
18 dispute here.

19 THE ARBITRATOR: Is there any issue on  
20 information provided?

21 MR. BLOOM: There is. First of all, we're  
22 going to offer you some graphs and charts that the  
23 company responded, and I think it needs -- the  
24 request and the response from the company help  
25 explain and give background to what those

1 documents are, that help explain that.

2                 Also, the company takes the position that  
3 some of the information requests are irrelevant;  
4 and the union writes back, in part -- talks about  
5 its claim with Exhibit P, which has been raised as  
6 a grievance issue. So that's why these documents  
7 are being added.

8                 THE ARBITRATOR: Go ahead.

9 BY MR. BLOOM:

10 Q.                 All right. I'd like to hand you what I've  
11 marked as Union Exhibit No. 6.

12                 (Union Exhibit 6, Information request  
13 dated 5/11/16 with attachment, was marked for  
14 identification.)

15 BY MR. BLOOM:

16 Q.                 Is this a true and accurate copy of the  
17 response -- I should say the reply that the union  
18 made to the company's responses to the relevance  
19 issues with information requests, as I referenced  
20 in Union Exhibit No. 5?

21 A.                 Yes.

22                 MR. LEBOWICH: I'm going to continue to  
23 object to both the hearsay nature of this, to the  
24 extent that the union is using -- well, it's  
25 trying to use these documents -- these are her

1 e-mails to us. I mean, they can't be taken for  
2 the truth of the matter. That's all I'm saying.  
3 If he's presenting that there was an exchange, I  
4 get that; but, again, anything that -- this is an  
5 e-mail explaining why they think certain documents  
6 are relevant.

7 THE ARBITRATOR: Right, which is their  
8 position.

9 MR. LEBOWICH: Right. It's just that.  
10 It's just their position. It can't be taken for  
11 fact.

12 MR. BLOOM: I'm not offering it to say  
13 it's the position offered; and therefore, if you  
14 don't object, it goes in. We win. I'm not saying  
15 that.

16 THE ARBITRATOR: Okay. We understand this  
17 is union's position on these items.

18 MR. BLOOM: Right. And that was asserted  
19 to the company on May 11.

20 BY MR. BLOOM:

21 Q. Other than the information request that  
22 you made, does the union keep track of the  
23 membership, who is working or were working at the  
24 time for PPL?

25 A. Yes.

1 Q. Okay. And how does the union keep track  
2 of the number of employees in each position?

3 A. We actually receive a monthly spreadsheet  
4 of union membership, their employment status,  
5 other pertinent information, job description, rate  
6 of pay, effective date.

7 (Union Exhibit 7, PPL membership  
8 spreadsheet dated June 2012, was marked for  
9 identification.)

10 BY MR. BLOOM:

11 Q. I'm going to hand you what I've marked as  
12 Union No. 7, and I will represent that there's a  
13 handwritten number at the top right-hand corner  
14 that says 205. That is something that we wrote in  
15 preparation but --

16 THE ARBITRATOR: You wrote in preparation  
17 for this case?

18 MR. BLOOM: Yes. It states the number of  
19 positions.

20 BY MR. BLOOM:

21 Q. What were the number of positions based  
22 upon the union's calculation, based upon what you  
23 told me how you arrived at it?

24 THE ARBITRATOR: Let him see the document.

25 MR. LEBOWICH: This isn't the whole thing;

1 right? This is just customer care?

2 MR. BLOOM: Exactly. Correct.

3 BY MR. BLOOM:

4 Q. Based upon the union's records, what were  
5 the number of customer care employees that PPL  
6 employed in June of 2012?

7 A. 205.

8 Q. Okay. I'll hand you what I'll mark as  
9 Union Exhibit No. 8.

10 (Union Exhibit 8, Staffing spreadsheet  
11 dated December 2012, was marked for  
12 identification.)

13 BY MR. BLOOM:

14 Q. This is essentially the same document  
15 compiled by the union for staffing of PPL Customer  
16 Service for December of 2012?

17 A. Yes.

18 Q. Okay. What is the number -- I wrote only  
19 on mine this time.

20 A. 212.

21 THE ARBITRATOR: This is December?

22 MR. BLOOM: December.

23 THE WITNESS: Yes.

24 BY MR. BLOOM:

25 Q. I'll hand what you I'll mark as Union

1           Exhibit No. 9.

2                         (Union Exhibit 9, PPL membership  
3                         spreadsheet dated January 2016, was marked for  
4                         identification.)

5           BY MR. BLOOM:

6           Q.           How many PPL employees were employed in  
7                         the customer service department in January of  
8                         2016?

9           A.           163.

10                  MR. BLOOM: And I'll represent that the  
11                         handwriting on the upper right-hand side was not  
12                         part of the computer printout. That's something  
13                         that I didn't write, but one of us wrote.

14                  MR. MUFFLEY: And this is January of 2016?

15                  MR. BLOOM: Correct.

16           BY MR. BLOOM:

17           Q.           I'll hand you what I'll mark as Union 10.  
18                         (Union Exhibit 10, Union promotions  
19                         spreadsheet dated 1/1/2012, was marked for  
20                         identification.)

21           BY MR. BLOOM:

22           Q.           Can you explain for the Arbitrator what  
23                         this document is and whom you received it from?

24           A.           This was received from the company. It's  
25                         a list of all promotions made within the Lehigh

1 and/or Scranton customer contact centers from  
2 January 1, 2012, and I'm going to say to the date  
3 we received it, March 18, 2016.

4 Q. Was this what the company provided in  
5 response to your information request?

6 A. Yes.

7 Q. About the number of promotions?

8 A. Yes.

9 Q. Okay. If you look in the middle there, it  
10 says Customer Service Assistant-I. Then it goes  
11 down; and then there's a III, II, II, III, II.

12 Then to the right, it says "job  
13 title-new." Those positions, were those  
14 bargaining unit positions, to the right?

15 A. The Customer Service Assistant-II are  
16 bargaining unit positions, and then the bottom  
17 five are management positions.

18 Q. So is it fair to say, based upon this  
19 document, that the only promotions the company  
20 made to customer service from 1/1/2012 to March 18  
21 of 2016 was the Customer Service Assistant-Is to  
22 the Customer Service Assistant-IIs?

23 A. Yes.

24 Q. Okay. Okay. And were those promotions --  
25 how were those promotions to take place under the

1 letter of understanding? Is that something that  
2 was based upon performance and need or something  
3 else?

4 A. The letter states that it would be  
5 automatic promotion. Now, initially, it stated  
6 after a year; but we do have a separate agreement  
7 that now it's after six months.

8 Q. There's an agreement to the effect that it  
9 was six months, but it says we're not to use it  
10 for any other purpose --

11 MR. LEBOWICH: We have no problem with  
12 that.

13 MR. BLOOM: If they'll stipulate that it  
14 was --

15 MR. LEBOWICH: We know it's six months.

16 BY MR. BLOOM:

17 Q. I'm going to hand you what we'll mark as  
18 Union Exhibit No. 11.

19 (Union Exhibit 11, Total number of  
20 customer service staff spreadsheet for 7/2015 to  
21 3/2016, was marked for identification.)

22 BY MR. BLOOM:

23 Q. I'll represent to you that this was a  
24 document that was received by the union from the  
25 company in response to the information request as

1 to the total number of customer service staff from  
2 July of 2015 to March of 2016. Am I accurate in  
3 the way I represented it?

4 A. Yes.

5 Q. Based upon the company's information  
6 response, how many employees did PPL have employed  
7 in the customer service department as of October  
8 of 2015?

9 A. 156.

10 Q. Okay. And how many as of March of 2016?

11 A. 148.

12 Q. Okay. Do you know when the contracting  
13 out to iQor started or began with PPL?

14 A. It was October-November of 2015.

15 Q. Okay. I'm going to hand you what we'll  
16 mark --

17 MR. LEBOWICH: Give me one second.

18 (Pause in proceedings.)

19 BY MR. BLOOM:

20 Q. I'll hand you what I'll mark as Union  
21 No. 12.

22 (Union Exhibit 12, Calls offered  
23 spreadsheet, was marked for identification.)

24 BY MR. BLOOM:

25 Q. Again, this is a document that the company

1 offered in response to the union's information  
2 request?

3 A. Yes.

4 Q. Is this the manner in which the union  
5 requested it? I'll represent to you that the  
6 union initially requested that it be broken down  
7 by calls offered to iQor, calls offered to the  
8 union or to the union bargaining unit employees;  
9 and the company stated that they were unable to do  
10 that. We'll take them for their word for that.

11 Are these the total number of calls  
12 offered to both iQor, bargaining unit employees  
13 and/or anybody else that came in through customer  
14 service? Is that your understanding?

15 A. That's my understanding.

16 Q. Did you receive this document from the  
17 company?

18 A. Yes, I did.

19 Q. I'll hand you what I'll mark as Union  
20 No. 13.

21 (Union Exhibit 13, Spreadsheet of iQor  
22 staff employees, was marked for identification.)

23 BY MR. BLOOM:

24 Q. Is this also a document that the company  
25 provided to you in response to your information

1 request?

2 A. Yes.

3 Q. And was it in response to the union's  
4 request as to how many iQor staff employees were  
5 performing customer service work?

6 A. Yes.

7 Q. If you look at the three blocks at the  
8 bottom, is there any one of these blocks that  
9 pertains to basically the midnight hours or the  
10 early morning hours?

11 A. Yes.

12 Q. Okay. Where is that located?

13 THE ARBITRATOR: The 10:00 to 7:00?

14 THE WITNESS: Yes. Thank you.

15 BY MR. BLOOM:

16 Q. What's your understanding of how many iQor  
17 employees are working in the late hours taking in  
18 calls?

19 A. Five.

20 Q. And in the past, had CSR-Shifts ever taken  
21 calls late?

22 A. Yes.

23 Q. And when did that stop and start?

24 A. I'm going to say the last four or five  
25 years.

1 Q. Four or five years ago?

2 A. Yes.

3 Q. I'm going to hand you what I'll mark as  
4 Union 14.

5 (Union Exhibit 14, Professional Services  
6 Agreement between First Contact, LLC and PPL  
7 Electric Utilities Corporation dated 9/10/15, was  
8 marked for identification.)

9 BY MR. BLOOM:

10 Q. I've handed you a contract that's been  
11 marked as Union Exhibit No. 14 that's titled  
12 Professional Services Agreement between First  
13 Contact, LLC and PPL Electric Utilities  
14 Corporation, dated September 10, 2015.

15 A. Yes.

16 Q. Is it your understanding that what -- is  
17 this what the company provided you in response to  
18 your initial request for the subcontracting  
19 contract to iQor?

20 A. Yes.

21 Q. Okay. And take a look at Exhibit A on  
22 this, which is approximately about 10 pages in.  
23 These are double-sided.

24 A. Okay.

25 Q. You heard me state in my opening that the

1 iQor employees would be doing customer service  
2 work 24/7, 365 days a year. Is this document  
3 where we came up with that conclusion?

4 A. Yes.

5 THE ARBITRATOR: Are you saying First  
6 Contact, LLC is iQor?

7 MR. LEBOWICH: It is.

8 MR. BLOOM: Yes.

9 THE ARBITRATOR: Okay.

10 MR. LEBOWICH: I don't have a good  
11 explanation for that. It just is.

12 MR. BLOOM: Sorry I didn't put more detail  
13 in that.

14 BY MR. BLOOM:

15 Q. If you go a few pages, that's where  
16 Exhibit B -- it's towards the back. There's a  
17 back page with Exhibit B, and it mentions the  
18 \$9 million in the pay rates of the workers for  
19 iQor. There's the word iQor, by the way.

20 THE ARBITRATOR: Thank you.

21 BY MR. BLOOM:

22 Q. Is that where we got that information?

23 A. Yes.

24 Q. Okay. And there have been invoices that  
25 have been referenced, I believe, by both parties

1 at this point, which I'll hand you Union Exhibit  
2 No. 15.

3 (Union Exhibit 15, iQor invoices, was  
4 marked for identification.)

5 BY MR. BLOOM:

6 Q. Is this a true and accurate copy of the  
7 invoices that you received from the company?

8 A. Yes.

9 Q. Do you have an understanding for what time  
10 period these invoices pertain to?

11 A. Yes.

12 Q. From what time to what time?

13 A. October 2015 to the final invoice, which  
14 is the end of July of 2016.

15 Q. Okay.

16 MR. LEBOWICH: Before you move on, it  
17 looks like you photocopied perhaps a calculation  
18 tape there on the front. I don't think that was  
19 on the original.

20 THE WITNESS: It was not on the invoice.

21 THE ARBITRATOR: So we should disregard  
22 this tape or what?

23 BY MR. BLOOM:

24 Q. Well, let me say: What is that tape? Who  
25 did that tape? I'm sorry I didn't point that out.

1 A. I ran that tape. It's the total -- all  
2 totals of the invoices.

3 THE ARBITRATOR: All right. So this is  
4 Jane's totaling of all invoices. Okay.

5 MR. BLOOM: Again, I agree that the  
6 document speaks for itself.

7 MR. LEBOWICH: I think the math is  
8 accurate.

9 THE ARBITRATOR: We can check it.

10 MR. LEBOWICH: Yeah.

11 BY MR. BLOOM:

12 Q. Do you recall when the company, PPL,  
13 notified the union that it was going to  
14 subcontract out customer service work to iQor?

15 A. Yes.

16 Q. I'll show you what I'll mark as Union  
17 No. 16.

18 (Union Exhibit 16, Notification of  
19 contractor work dated 10/21/15, was marked for  
20 identification.)

21 BY MR. BLOOM:

22 Q. Is this the company's notification?

23 A. Yes.

24 THE ARBITRATOR: All right. Company, this  
25 is that what you were referring to as prompting

1 the grievance?

2 MR. LEBOWICH: It is.

3 BY MR. BLOOM:

4 Q. If you look at the brief description of  
5 the work, it states, and I quote, PPL Electric  
6 Utilities has signed a contract with First  
7 Contact, LLC.

8 And then it states: iQor to handle  
9 inbound and outbound customer service  
10 interactions, back office work and provide 24/7  
11 support. iQor provides redundancy and disaster  
12 recovery capabilities to meet customer needs if an  
13 event impacts PPL facilities.

14 Looking at that first sentence, is that --  
15 can you explain what portion of the bargaining  
16 unit customer service work that pertains to? Is  
17 it part of it? All of it?

18 A. It's all of it.

19 MR. BLOOM: I don't have anything further.

20 THE ARBITRATOR: Okay. Do you want to  
21 caucus?

22 MR. LEBOWICH: If you don't mind, I would  
23 like to ask a few questions; and we might have to  
24 take a break.

25 \* \* \*

1                   CROSS-EXAMINATION

2       BY MR. LEBOWICH:

3       Q.         Okay. With respect to -- we're going to  
4       go in order here -- Union Exhibit 1 --

5       A.         Okay.

6       Q.         -- this is a document that you stated was  
7       provided to you by the company?

8       A.         Yes.

9       Q.         I'm not sure you told us who. By whom?  
10      Who was it?

11      A.         It was either Dave Ling --

12      THE ARBITRATOR: Did you say either?

13      THE WITNESS: -- either Dave Ling or  
14      Shelley Ortiz. I do not recall specifically.

15      THE ARBITRATOR: Okay. Dave is  
16      identified. Was Shelley identified as to what her  
17      position was?

18                  MR. BLOOM: I don't think she did.

19       BY MR. LEBOWICH:

20       Q.         What was Shelley's position at the time?

21       A.         Manager, Lehigh customer contact center.

22       THE ARBITRATOR: She's here.

23       BY MR. LEBOWICH:

24       Q.         And I recognize that this -- well, strike  
25       that.

1           This is not what -- the final version of  
2 what is now Exhibit P of the collective bargaining  
3 agreement; correct?

4 A.       Correct.

5 Q.       So this is not the operative document?

6 A.       Correct.

7 Q.       In the proposal that the company made, am  
8 I correct that the last bullet point states that  
9 management is responsible to determine the  
10 staffing required at all position levels?

11 A.       Yes. That's what it says.

12 Q.       So the first document that you were  
13 provided by the company, they made clear that they  
14 would set the number of bargaining unit positions  
15 at each level; correct? That was their proposal,  
16 at least?

17           MR. BLOOM: I would object to the  
18 mischaracterization of what it states.

19           THE ARBITRATOR: Management is responsible  
20 to determine staffing required at all position  
21 levels. What are you disputing?

22           MR. BLOOM: I thought he said it  
23 differently. To the extent he said it like that,  
24 I have no objection.

25           THE ARBITRATOR: Okay.

1 BY MR. LEBOWICH:

2 Q. And on the second page of this proposal,  
3 which is all it was, was a proposal -- again,  
4 we're looking at the last big bullet, not the  
5 little bullets. It states as vacancies are  
6 declared, employees are to be promoted; is that  
7 correct?

8 A. Are you on this line (indicating)?

9 Q. I am.

10 A. Not the inset ones?

11 Q. Not the inset ones.

12 A. Can you ask that again?

13 Q. That bullet point states: As vacancies  
14 are declared, employees are promoted and then  
15 based on demonstrated skills and time on job.

16 That was the company's proposal; correct?

17 A. That's how that reads, correct.

18 Q. And vacancies are declared by the company;  
19 isn't that right?

20 A. Yes.

21 Q. Now, Union Exhibit 2 -- I'm doing my best  
22 to go in order.

23 A. That's okay.

24 Q. This e-mail from Mr. Ling detailed very  
25 specific hiring numbers that the union -- that the

1 company was offering you, is that correct, in the  
2 first bullet point?

3 A. Yes.

4 Q. And your testimony was that the company,  
5 in fact, satisfied each of those specific hiring  
6 numbers; isn't that right?

7 THE ARBITRATOR: She said they were  
8 filled.

9 BY MR. LEBOWICH:

10 Q. Okay. The company hired 18 existing spec  
11 temps into CSA-III positions; is that correct?

12 A. I can't guarantee it was 18, but I know  
13 they hired the existing specs.

14 THE ARBITRATOR: The first time around,  
15 you were asked about 18 and 22, and you said yes.

16 THE WITNESS: That's what this says, yes.

17 BY MR. LEBOWICH:

18 Q. The company did what they said they were  
19 going to do?

20 A. They did what they said they were going to  
21 do.

22 Q. And with respect to the CSR-Shift  
23 position --

24 THE ARBITRATOR: Are we on 3 now?

25 MR. LEBOWICH: I don't think so, no.

1 BY MR. LEBOWICH:

2 Q. You had mentioned the CSR-Shift position;  
3 correct?

4 A. Uh-huh.

5 Q. And do you know right now how many  
6 CSR-Shifts are working today?

7 A. I believe there are 10.

8 Q. Okay. Isn't it true that there are only  
9 two people on the second shift, CSR-Shifts?

10 THE ARBITRATOR: Are you saying instead of  
11 10?

12 MR. LEBOWICH: Instead of 10 total.

13 BY MR. LEBOWICH:

14 Q. But working second shift -- so not working  
15 8:00 a.m. to 5:00 p.m.; but after hours -- isn't  
16 it true that there's only actually a total of  
17 three people on any given shift?

18 A. I don't know. They have a rotating  
19 schedule. I don't know how they staff it.

20 Q. You don't know how they staff it?

21 A. I know that there are 10 in the job  
22 classification.

23 Q. Okay. So it's a total of 10 people; but  
24 you don't know how they're staffed between, say,  
25 5:00 p.m. and midnight?

1 A. Correct.

2 Q. Or between midnight and 7:00 a.m.?

3 A. Correct.

4 Q. Okay. Do you know what their rate of pay

5 is?

6 A. CS-IV is about \$34 an hour.

7 Q. So that's the highest rate of any customer

8 service position in the customer service

9 progression; correct?

10 A. No. I thought the senior was higher.

11 Q. So it's the second highest rate?

12 A. I believe so.

13 Q. Okay.

14 THE ARBITRATOR: And that rate was what?

15 THE WITNESS: I think it's around \$34 an

16 hour.

17 THE ARBITRATOR: Thank you.

18 MR. LEBOWICH: So we actually have -- if

19 we look at Union Exhibit 3, it identifies what

20 the -- where to look on the salary table.

21 BY MR. LEBOWICH:

22 Q. Is that correct?

23 THE ARBITRATOR: All right. In your

24 briefs, if necessary, you'll tell me what the

25 number is.

1           MR. LEBOWICH: I believe it's the CS-IV.

2           THE WITNESS: I believe all the figures  
3 are noted in Exhibit A of the labor agreement.

4 BY MR. LEBOWICH:

5 Q.       Now, I want to skip a couple of documents  
6 and I want to look at -- well, strike that.

7           With Union Exhibits 7 through 9, it was  
8 presented to show us that the bargaining unit size  
9 in customer care went from 205 to 163; is that  
10 correct?

11 A.       Yes. You're referring to the  
12 spreadsheets; correct?

13 Q.       Yes.

14 A.       Yes.

15 Q.       And this grievance was filed in late 2015;  
16 correct? In fact, it was filed on December 3 of  
17 2015?

18 A.       I believe so, if that's what's on the  
19 grievance form.

20 Q.       Not in 2013 or 2014; correct?

21 A.       Not this grievance, no.

22 Q.       And the attrition that resulted from 205  
23 to 163, that is natural attrition; correct?

24 A.       Yes.

25 Q.       Okay. Nobody was laid off?

1 A. No.

2 Q. Now, if you look at Union Exhibit 10,  
3 which is the list of promotions -- correct?

4 A. Yes.

5 Q. The first promotion -- there's a column  
6 that says effective date; correct? That's one,  
7 two, three, four columns in?

8 A. Yes.

9 Q. Am I right that the first promotion from  
10 Customer Service Assistant-I to Customer Service  
11 Assistant-I was on 8/5 of '13?

12 A. Yes.

13 Q. And when was the last one?

14 A. 12/8 of '14.

15 Q. So that was almost a year -- just missed  
16 it by five days -- almost a year before the  
17 grievance was filed in this case?

18 A. Yes.

19 Q. I'm going to look at Union Exhibit 11.  
20 This is the document where you pointed out that  
21 the numbers went from 156 in 2015 to 148 on 3/23  
22 of '16, about a six-month time frame?

23 A. Correct.

24 Q. So it went down by eight people?

25 A. Yes.

1 Q. Isn't it true that between 7/15 and 10/15,  
2 it went down by six people before the contracting?

3 A. Before the contracting of iQor?

4 Q. Yes.

5 A. Yes.

6 Q. So from 7/15 to 10/15, there was a natural  
7 attrition of six people; correct?

8 A. Yes. No one was laid off.

9 Q. And then from that point on to 3/16,  
10 another eight people left the bargaining unit for  
11 some reason naturally?

12 A. Yes.

13 MR. LEBOWICH: Can we take a few minutes?

14 THE ARBITRATOR: Yes.

15 (A brief recess was taken.)

16 MR. LEBOWICH: We have no further  
17 questions.

18 THE ARBITRATOR: No further questions?

19 MR. BLOOM: No follow-up.

20 (The witness was excused.)

21 MR. BLOOM: We call Steve Knoebel.

22 \* \* \*

23 STEVEN C. KNOEBEL,  
24 having been duly sworn or affirmed, was examined  
25 and testified as follows:

1                         \* \* \*

2                         THE ARBITRATOR: State your name and your  
3 position.

4                         THE WITNESS: Steven Knoebel, president of  
5 IBEW Local 1600; and also in this case, I'm the  
6 named grievant for the local.

7                         \* \* \*

8                         DIRECT EXAMINATION

9 BY MR. BLOOM:

10 Q.         How long have you been the president of  
11 IBEW Local 1600?

12 A.         Since December of 2014.

13 Q.         And how long have you been employed by  
14 Local 1600?

15 A.         Employed by -- well, employed by them,  
16 since December of 2014 and prior from November of  
17 2002 through -- yeah, 2002 to 2008.

18                         THE ARBITRATOR: You left the company?

19                         THE WITNESS: I was with -- yeah. I was  
20 on a leave of absence. I was a vice president and  
21 business rep for six years and then left.

22                         THE ARBITRATOR: But, technically, you  
23 were always an employee?

24                         THE WITNESS: Correct. I've always been a  
25 member.

1           THE ARBITRATOR: No. You were always an  
2 employee? You were an employee on leave of  
3 absence?

4           THE WITNESS: I was an employee from PPL;  
5 and now, actually, I'm on the spinoff side.

6           THE ARBITRATOR: That's confusing.

7 BY MR. BLOOM:

8 Q.       When were initially employed by PPL?

9 A.       1978.

10 Q.       And what were the different jobs you held?

11 A.       I was in the construction department, all  
12 the way through. I started in construction, and  
13 then it got renamed to mobile workforce field  
14 service. I was in generation, power plants,  
15 fossil and then nuclear.

16 Q.       Did you file the grievance in this case  
17 that's marked as Joint Exhibit No. 2?

18 A.       Yes, I did.

19 Q.       Could you explain -- well, first of all,  
20 what was the date that the grievance was reduced  
21 to writing?

22 A.       It was reduced to writing on November 12,  
23 2015.

24 Q.       Is that indicated up in the left-hand  
25 corner?

1 A. Yes, it is.

2 Q. There's been reference in the company's  
3 opening statement to the fact that Exhibit P is  
4 not printed as Exhibit P on the face of the  
5 grievance. Can you explain why you didn't write  
6 Exhibit P? Let me ask you this: How long have  
7 you been using this form?

8 A. This form in this format, to my knowledge,  
9 probably three to four years is when it was  
10 introduced.

11 Q. Has it been used by PPL?

12 A. Yes.

13 Q. And how many grievances do you think have  
14 been filed on this form?

15 MR. LEBOWICH: Oh, it's a lot.

16 THE ARBITRATOR: It's a lot?

17 MR. NEWMAN: It's a lot.

18 THE WITNESS: I don't think anybody is  
19 going to argue that it's a lot.

20 MR. NEWMAN: We'll stipulate to a lot.

21 BY MR. BLOOM:

22 Q. Do you want to explain why you didn't  
23 write down Exhibit P on there?

24 A. Exhibit P is -- it was written as an  
25 article/section/paragraph. The box put in is the

1 applicable provision, which includes the exhibits.

2 It also included any active MAs.

3 Q. You're talking about the box that --

4 A. The box for the other provisions if it  
5 does not fall under an article or a section -- or  
6 not defined in an article, a section or a  
7 paragraph.

8 Q. Okay. These other -- where it says  
9 article/slot, section/slot, was there any article  
10 or section of the exhibit section of the  
11 collective bargaining agreement?

12 A. No.

13 Q. All right. Where it says settlement  
14 desired, you wrote, maintain proper staffing  
15 levels. What were you pertaining to with that  
16 statement?

17 A. With the level of staffing, as we are  
18 attritioning out, being replaced by contractors,  
19 in this case, to maintain where our level was with  
20 our people to do the bargaining unit work.

21 Q. Does the word "maintain" find its way into  
22 Exhibit P anywhere?

23 A. Yes, it does.

24 MR. BLOOM: No further questions.

25 THE ARBITRATOR: Okay. Cross?

1                   MR. LEBOWICH: Briefly.

2                   \* \* \*

3                   CROSS-EXAMINATION

4                   BY MR. LEBOWICH:

5                   Q.         I want to get the date straight.

6                   A.         Sure.

7                   Q.         Okay. The complaint discussion was  
8                   11/5/15; is that correct?

9                   A.         Yes.

10                  Q.         Their grievance was reduced to writing  
11                  11/12/15?

12                  A.         Correct.

13                  Q.         The company provided -- what's the  
14                  12/30/15 date?

15                  A.         That is when I submitted it to go to, in  
16                  this case, directly to third step.

17                  Q.         Okay. So that was after -- okay. So  
18                  there was an understanding to take it straight to  
19                  third step?

20                  A.         Yeah. We had the -- we had the -- once it  
21                  was reduced to writing, I had the written response  
22                  from the company.

23                   Then I requested if we just send it  
24                  directly to third. That's what we agreed, to send  
25                  it directly to third. We bypassed step one and

1 two.

2 MR. LEBOWICH: That was merely for  
3 clarification. No one is suggesting that --

4 THE ARBITRATOR: Thank you.

5 MR. LEBOWICH: -- for the contracting out  
6 issue, there was a timeliness issue.

7 BY MR. LEBOWICH:

8 Q. Mr. Knoebel, are you suggesting in your  
9 testimony that you've never written that a  
10 specific MA has been violated on a grievance form  
11 since you've been using this form that says "any  
12 other applicable provision"?

13 A. Since we've been using it, have we written  
14 that?

15 Q. Yes.

16 A. Myself, personally, filing a grievance, I  
17 have not. Now, I cannot answer --

18 THE ARBITRATOR: You were asked for  
19 yourself.

20 THE WITNESS: -- for all other stewards.  
21 To my knowledge, since I've come in -- I'm really  
22 not sure on that, since I've come in, if I've  
23 written them or not.

24 THE ARBITRATOR: You said if it's not an  
25 article, a section or a paragraph?

1           THE WITNESS: That's where the box came  
2 in.

3           THE ARBITRATOR: That's the way you  
4 understand it?

5           THE WITNESS: Correct.

6 BY MR. LEBOWICH:

7 Q.         So you don't know, sitting here today,  
8 whether or not, if we looked through the grievance  
9 forms over the last three years, whether we would  
10 find ones that had exhibits --

11          THE ARBITRATOR: Signed by him?

12          MR. LEBOWICH: No. Now I'm asking about  
13 filed by the union that have Exhibit A through O.

14          THE WITNESS: I cannot answer if you'd  
15 find them or not because, like I said, I don't --  
16 We have stewards and people all over that write  
17 grievances.

18 BY MR. LEBOWICH:

19 Q.         And you don't know whether or not the  
20 union has -- the union or anybody has filed  
21 grievances that have specifically referenced  
22 specific MAS; correct?

23 A.         Correct. I'm sure if you would go  
24 through, you would find some that specifically say  
25 that.

1 Q. Okay. And isn't it true, sir, that the  
2 company has repeatedly informed you that it  
3 didn't acknowledge the "any other applicable  
4 provision"?

5 THE ARBITRATOR: Of your grievance form?

6 BY MR. LEBOWICH:

7 Q. On your grievance form?

8 A. On this grievance?

9 Q. At other times.

10 THE ARBITRATOR: This is your form; right?

11 THE WITNESS: There might have been a  
12 mention, but it was never an argument that was  
13 made through it.

14 BY MR. LEBOWICH:

15 Q. You've been told by the company in the  
16 grievance process that you had to actually  
17 identify the specific provisions of the collective  
18 bargaining agreement and that they were not  
19 acknowledging just a general "any other applicable  
20 provision;" isn't that correct?

21 A. I have been told -- I have been made aware  
22 of what the language says on identifying the  
23 article and section as written in there; but,  
24 again, it's not the article or section.

25 MR. LEBOWICH: Okay.

1 MR. BLOOM: I have some follow-up.

\* \* \*

## REDIRECT EXAMINATION

4 BY MR. BLOOM:

5 Q. Take a look at Joint Exhibit 1, the  
6 grievance procedure. It was referred to --  
7 Article III, Section 3-B states it must specify  
8 the article and section of the agreement?

9 A. Correct.

10 Q. But it doesn't say anything about exhibits  
11 or appendices or anything like that?

12 A. Correct.

13 Q. Is that what you were referencing when you  
14 were talking about arguing with the company?

15 A. The articles and sections are identified.  
16 That block was put in --

17                   THE ARBITRATOR: He said when you said  
18 article or section, is that what you were  
19 referring to?

20 THE WITNESS: Correct.

21 BY MR. BLOOM:

22 Q. Is it oftentimes in grievance procedures  
23 that the company tells you that they disagree and  
24 you disagree with them? Did you ever agree with  
25 them that, yeah, you're right, it doesn't matter?

1           THE ARBITRATOR: Is this still your form?

2           THE WITNESS: Yes, it is.

3           THE ARBITRATOR: Does it still have that  
4 block on it?

5           THE WITNESS: Yes, it does.

6           MR. BLOOM: No further questions.

7           MR. LEBOWICH: Nothing further.

8           THE ARBITRATOR: All right. Thank you.

9           (The witness was excused.)

10          MR. BLOOM: I may be done. May I take a  
11 very brief caucus?

12          THE ARBITRATOR: Yes.

13          (A brief recess was taken.)

14          MR. BLOOM: We're going to rest.

15          THE ARBITRATOR: Okay. That sounds like a  
16 lunch break then.

17          MR. LEBOWICH: Yes.

18          MR. BLOOM: We can do it at this time.

19          THE ARBITRATOR: It is 12:40. We're going  
20 to break for lunch. I would like you all to be  
21 back in an hour or less.

22          (A lunch recess was taken from 12:41 p.m.  
23 until 1:54 p.m.)

24          THE ARBITRATOR: All right. We're going  
25 to get started.

1

\* \* \*

2

SHELLEY ORTIZ,

3

having been duly sworn or affirmed, was examined  
4 and testified as follows:

5

\* \* \*

6

THE ARBITRATOR: State your name and your  
7 position.

8

THE WITNESS: Shelley Ortiz, manager,  
9 business process improvements for PPL Electric  
10 Utilities.

11

THE ARBITRATOR: Thank you.

12

\* \* \*

13

DIRECT EXAMINATION

14

BY MR. LEBOWICH:

15

Q. Good afternoon, Ms. Ortiz.

16

A. Hi.

17

Q. How long have you been employed by PPL?

18

A. Almost 42 years.

19

Q. Small timer -- short timer?

20

A. (Witness nods head.)

21

Q. Okay. Your current position again is?

22

A. Manager, business process improvements.

23

Q. Okay. Does that involve customer care?

24

A. It involves business process improvements  
25 for customer care.

1 Q. And prior to your current position, did  
2 you -- you, obviously, held another position at  
3 PPL. What was that?

4 A. Prior to that, I was the customer contact  
5 manager of the Lehigh office.

6 Q. Okay. And approximately what dates did  
7 you hold that position?

8 A. From 2000 until 2015.

9 Q. Okay. And the Lehigh offices was one of  
10 the two customer call centers?

11 A. Correct.

12 Q. And do you know a gentleman named David  
13 Ling?

14 A. Yes, I do.

15 Q. Who was Mr. Ling?

16 A. He was my superior.

17 Q. And what position did he hold?

18 A. He was director of customer operations.

19 Q. Now, you were here earlier today; and you  
20 heard some testimony about Exhibit P in the  
21 collective bargaining agreement. Do you recall  
22 that?

23 A. Yes.

24 Q. Are you familiar with Exhibit P?

25 A. Yes, I am.

1 Q. And did you have any role with respect to  
2 the negotiations that led to eventually Exhibit P  
3 being in the collective bargaining agreement?

4 A. Yes, I did. I was on the team.

5 Q. What role did you play?

6 A. I was on the team.

7 Q. Did Mr. Ling play a role?

8 A. Yes, he did.

9 Q. Okay. Is Mr. Ling currently employed by  
10 PPL?

11 A. No, he's not.

12 Q. Now, I'm going to -- as part of your role  
13 in those negotiations, did you have conversations  
14 with Mr. Ling about the company's positions in  
15 those negotiations that led to Exhibit P?

16 A. Yes.

17 Q. And are you familiar with the back and  
18 forth generally between the union and the company  
19 that eventually led to Exhibit P?

20 A. Generally.

21 Q. Based on your knowledge, are you aware of  
22 any agreement with the union to guarantee a  
23 minimum level of staffing in a customer care  
24 position at PPL?

25 A. No, sir.

1 Q. I'm going to show you that which was  
2 marked as Union Exhibit 2. I'm giving you my  
3 copy. So, hopefully, I get this right.

4 In the middle of the document, there is  
5 some reference to some positions being filled by  
6 the company. Do you see that?

7 A. Are you referring to the third bold dot  
8 under the first one, the additional 22?

9 Q. Yes. And I think there's an 18 also.

10 A. Yes.

11 Q. Tell us what the 18 and 22 were, just so  
12 we're all on the same page.

13 A. At that time, we were using what was known  
14 as spec temps; and we had agreed to hire those  
15 existing people into one of the -- into a CSA-III  
16 position.

17 Q. Okay. And what was the 22?

18 A. Hire 22 new employees that would begin as  
19 a CSA-I.

20 Q. And did the company make that agreement  
21 with the union to do that?

22 A. Yes, we did.

23 Q. And did the company fulfill its obligation  
24 with respect to the -- to start with the spec  
25 temps becoming CSA-Is? Did that happen?

1 A. One correction, spec temps becoming  
2 CSA-IIIs.

3 Q. I apologize.

4 A. Yes.

5 Q. Okay. And did that result in there being  
6 more bargaining unit employees for Local 1600?

7 THE ARBITRATOR: If you know.

8 BY MR. LEBOWICH:

9 Q. If you know.

10 A. I don't know.

11 Q. That's fine. With respect to the 22  
12 people, did the company fulfill its obligation  
13 with respect to hiring those 22 people?

14 A. Yes, we did.

15 Q. Okay. Were there any other -- other than  
16 those obligations that are set forth in that  
17 letter, did the company make any other obligations  
18 as part of its negotiations with Exhibit P to hire  
19 any other additional staff?

20 A. We did not.

21 Q. Did the company, at any point in time, as  
22 part of these negotiations for Exhibit P, make any  
23 commitment whatsoever to assure that the  
24 bargaining unit did not -- in customer care -- did  
25 not get reduced by attrition?

1 A. No.

2 Q. And did the company make any commitment of  
3 any kind to fill any future vacancies beyond what  
4 might have been set forth in Union Exhibit 2 and  
5 those bullets that we were just referring to?

6 A. No, sir.

7 MR. LEBOWICH: Nothing further.

8 \* \* \*

9 CROSS-EXAMINATION

10 BY MR. BLOOM:

11 Q. In Union Exhibit 2, the only thing for  
12 hiring of 18 spec temps in the full-time position  
13 of CSA-III and the 22 new employees that you  
14 reference, there's more on this document than  
15 that; right?

16 A. I'm not sure I understand your question.

17 Q. There's more on this page than you were  
18 asked about?

19 A. There's more words on here, yes.

20 MR. BLOOM: That's it. I don't have any  
21 further questions.

22 \* \* \*

23 REDIRECT EXAMINATION

24 BY MR. LEBOWICH:

25 Q. Just so we're clear, since the question

1 was raised, did the company fulfill all of its  
2 obligations -- to your knowledge, did the company  
3 fulfill all of its obligations with respect to  
4 Exhibit P?

5 A. Yes.

6 Q. Okay. Thank you.

7 THE ARBITRATOR: Anything further?

8 MR. BLOOM: No. Thank you.

9 (The witness was excused.)

10 MR. LEBOWICH: I call Chris, but actually  
11 I do want Tim to be here for that.

12 (Pause in proceedings.)

13 \* \* \*

14 CHRIS GRAHAM,  
15 having been duly sworn or affirmed, was examined  
16 and testified as follows:

17 \* \* \*

18 THE ARBITRATOR: State your name and your  
19 position.

20 THE WITNESS: Chris Graham, director of  
21 customer service operations with PPL EU.

22 \* \* \*

23 DIRECT EXAMINATION

24 BY MR. LEBOWICH:

25 Q. Hello.

1 A. Hello.

2 Q. We're very close. I'm not used to that.

3 Chris, why don't you tell us who you are  
4 and what you do at PPL?

5 A. I'm the director of customer service  
6 operations for customer service. My areas of  
7 responsibility are vendor management, workforce  
8 management, care budgets, reporting and analytics,  
9 IT, customer service liaison.

10 Q. Okay. How long have you held that  
11 position?

12 A. About a year and a half.

13 Q. Okay. When did you start with PPL?

14 A. March 30, 2015.

15 Q. Okay. Is that how long you've held the  
16 position?

17 A. That position here, yes.

18 Q. And tell us what your department is  
19 responsible for.

20 A. Well, as I mentioned, vendor management,  
21 workforce management. So vendor management is  
22 dealing with the vendors, setting up these  
23 contracts, working with them.

24 Workforce management is really looking at  
25 the call arrival patterns, determining the

1 staffing needed to support their customers. The  
2 care budget is --

3 THE ARBITRATOR: The budget for all of  
4 that?

5 THE WITNESS: Within customer service.

6 THE ARBITRATOR: Right.

7 THE WITNESS: Reporting and analytics, I  
8 have an analytics team that's trying to kind of  
9 look at areas of opportunity within the company,  
10 within customer service; and then financial, I  
11 mentioned that.

12 BY MR. LEBOWICH:

13 Q. As far as customer service goes, I mean,  
14 it's obvious; but tell us what the customer folks  
15 do.

16 A. It's to support our customers, handle  
17 those interactions, be it over the phone, through  
18 e-mail, through the Web, deal with the IVR, any of  
19 the different routings, being able to support our  
20 customers.

21 Q. In the call centers?

22 A. Yes.

23 Q. Okay. And where are your PPL call centers  
24 located?

25 A. We have two centers; one here in

1 Allentown, a second one in Scranton.

2 Q. Okay. And are those staffed by bargaining  
3 unit -- Local 1600 bargaining unit employees?

4 A. Yes.

5 Q. Generally what roles do they have?

6 A. They're the CSA roles handling inbound  
7 calls.

8 Q. What hours do they work?

9 A. Monday through Friday, 8:00 to 5:00.

10 Q. And when do -- there was some reference to  
11 Customer Service Rep-Shift. Have you heard that  
12 phrase before?

13 A. Not really because it's not something that  
14 I deal with.

15 Q. Do they work at the two call centers?

16 A. No.

17 THE ARBITRATOR: The Shift?

18 MR. LEBOWICH: The Shift.

19 BY MR. LEBOWICH:

20 Q. When you arrived in March of 2015, April  
21 of 2015, did PPL use contractors of any kind to  
22 perform what is bargaining unit work at the two  
23 call centers?

24 A. Yes. We had two vendors.

25 Q. What vendors were those?

1 A. One was PPL Solutions. The other one was  
2 NCO.

3 Q. Okay. If it differs between the two, let  
4 me know; but what -- generally, what work did  
5 those two contractors perform when you arrived?

6 A. Pretty much credit and collections is the  
7 primary call type.

8 THE ARBITRATOR: Credit?

9 THE WITNESS: Credit and collections.

10 Call types that account for anywhere from 30 to  
11 50 percent of our volume. We use them to support  
12 seasonal highs.

13 BY MR. LEBOWICH:

14 Q. What kind of seasonal highs?

15 A. During April 1 through, basically, the end  
16 of November, we have what we call cut season. We  
17 see seasonally high more calls. So as we now can  
18 go out and cut --

19 THE ARBITRATOR: Cutting service?

20 THE WITNESS: -- cutting service for  
21 nonpayment, we see an increase in calls specific  
22 to collections.

23 So when we look at our monthly average, we  
24 have about a 30 percent swing from highs during  
25 cut season to lows in the off season.

1 BY MR. LEBOWICH:

2 Q. Does that result in you using contractors  
3 more during those time periods?

4 A. Yes.

5 Q. And do the contractors have any role with  
6 respect to providing assistance to address  
7 absences in the bargaining unit?

8 A. Yes.

9 Q. What role do they play?

10 A. We currently have 10 percent absenteeism  
11 within our internal agents. That's typical on a  
12 monthly as well as an annual basis, and we've  
13 experienced that at least for the last two years.

14 Q. So what role would the contractors play?

15 A. Help fill in the gaps to be able to  
16 provide appropriate staffing to answer calls.

17 Q. And is that something that happened --  
18 again, that was in existence in March of '15 when  
19 you arrived?

20 A. Yes. It's -- on a monthly basis, you can  
21 pretty much count on a 10 percent absenteeism.

22 Q. Okay. And with respect to the -- again,  
23 I'm still with the contractors that you had in  
24 March of '15 and then until iQor. What hours did  
25 those contracting employees work?

1 A. NCO supported us Monday through Friday,  
2 8:00 to 5:00. PPL Solutions during cut season was  
3 8:00 to 6:00, Monday through Friday.

4 Q. And PPL Solutions was only during cut  
5 season, or is that just that you expanded?

6 A. No. We expanded the hours from 5:00 to  
7 6:00 for collections because, again, that's our  
8 highest call types; and during cut season, that's  
9 when we see the increase in call volume.

10 Q. Now, is NCO still a contractor for PPL?

11 A. No.

12 Q. What happened that led to NCO no longer  
13 being your contractor?

14 A. In August, the account manager came out to  
15 do a site visit.

16 Q. August of what year?

17 A. August of '15. Basically asking about how  
18 it was going with NCO, and I told him the  
19 challenges we had with Mondays; and his answer was  
20 everybody experiences challenges on Mondays.

21 THE ARBITRATOR: This was an NCO person  
22 you are talking to?

23 THE WITNESS: Yes. So the account manager  
24 for NCO came out basically --

25 THE ARBITRATOR: He was no help?

1           THE WITNESS: He was no help.

2           So after that, I contacted supply chain  
3 and asked when can we terminate their contract and  
4 look for another vendor.

5 BY MR. LEBOWICH:

6 Q.        Okay. And did you, in fact, look for  
7 another vendor?

8 A.        Yes.

9 Q.        Okay. And tell us what you were looking  
10 for in another vendor.

11 A.       At the time, we were only operating Monday  
12 through Friday, 8:00 to 5:00; and we've brought in  
13 a director of customer experience. One of the  
14 things that we're looking to do is increase or  
15 improve the customer experience, and you can't  
16 really do that if you're only operating between  
17 Monday through Friday, 8:00 to 5:00.

18           My example is a grocery store. If a  
19 grocery store is only open Monday through Friday,  
20 8:00 to 5:00, you're not going to take time off  
21 from work to go get food.

22           So you need to be available when the  
23 customers want to interact with you. The thing  
24 that we looked at was our people calling. With  
25 the analysis, 85 percent of our customers were

1 calling during core business hours, but we wanted  
2 to expand that into outside of those core hours.  
3 So that was what we looked for in a vendor,  
4 somebody who would --

5 THE ARBITRATOR: Core business is 8:00 to  
6 5:00?

7 THE WITNESS: 8:00 to 5:00.

8 THE ARBITRATOR: So you were looking for  
9 expansion beyond that?

10 THE WITNESS: Yes, expanded to ultimately  
11 24/7 coverage.

12 BY MR. LEBOWICH:

13 Q. You looked for somebody who could do that?

14 A. Yes.

15 Q. Did you find somebody?

16 A. Yes.

17 Q. Okay. Who was that?

18 A. iQor was the company that we selected.

19 Q. And what has already been put into  
20 evidence -- let me just check the number. Union  
21 put in a copy of the iQor contract, Union  
22 Exhibit 14. I'll show that to you. Is that, in  
23 fact, the iQor contract?

24 A. Yes.

25 Q. Okay. And with respect to the work to be

1 performed by iQor, can you summarize for us what  
2 they would be doing for you?

3 A. IQor was going to take inbound calls  
4 specific to all call types; essentially credit,  
5 collections, billing, start-stop, essentially  
6 everything that we needed coverage, as well as  
7 outbound. It was a new campaign that we were  
8 looking to launch.

9 THE ARBITRATOR: That's everything?

10 THE WITNESS: Yes.

11 THE ARBITRATOR: Inbound and outbound?

12 THE WITNESS: Yes.

13 BY MR. LEBOWICH:

14 Q. I'm going to show you -- again, I'm  
15 looking at Union Exhibit 14. This was shown in  
16 earlier testimony, Exhibit A.

17 Does this accurately reflect, at least in  
18 general terms, the work that iQor would be doing?

19 A. Yes.

20 THE ARBITRATOR: That's what?

21 MR. LEBOWICH: Exhibit A of Union  
22 Exhibit 14.

23 BY MR. LEBOWICH:

24 Q. Now, are you familiar with the different  
25 levels of customer service agents that are set

1 forth in the collective bargaining agreement?

2 A. Yes. The progression line?

3 Q. Yes. And let me show you what's part of  
4 Joint Exhibit 1 in Exhibit P. This is page 129 of  
5 the full-size printed version. I think it's the  
6 last page, but I want to double-check. It's the  
7 last page of the whole contract, actually; but  
8 it's the last page of Exhibit P. Do you recognize  
9 that?

10 A. Yes.

11 Q. Are you familiar with that?

12 A. Yes.

13 Q. Is that a description of what duties are  
14 performed at different levels of the progression  
15 line?

16 A. Yes.

17 THE ARBITRATOR: This is the table; right?

18 MR. LEBOWICH: The table, yes.

19 BY MR. LEBOWICH:

20 Q. Is that cumulative?

21 A. Yes. So everything that a CSA-I can do, a  
22 II can do that, plus whatever is on the next line  
23 and so on. So a CSA-III should be able to handle  
24 everything that a CSA-I, plus a II can do.

25 Q. Okay. The work to be performed by iQor

1 contracting employees/individuals, what level of  
2 work would it fall into in this progression line?

3 A. Probably somewhere between a CSA-III and a  
4 CSR.

5 Q. Why do you say between?

6 A. To give us some flexibility. What we were  
7 looking for is to be able to handle all  
8 interaction types.

9 Q. So you're saying that they could do some,  
10 but not all of the CSR work? Is that -- that they  
11 could definitely do all the CSA-III work?

12 A. I think there's some things that we would  
13 probably want to keep them to be able to do.

14 Q. Okay. Now, did you, in fact, select a  
15 contractor? We sort of skipped over that.

16 A. Right. I selected iQor.

17 Q. And you informed the union of that?

18 A. Yes.

19 Q. Let me show you what the union marked as  
20 Union Exhibit 16. Do you recognize that document?

21 A. Yes.

22 Q. Whose signature is at the -- whose name  
23 and signature is at the bottom?

24 A. Chris Graham, and that's me.

25 Q. That's your signature?

1 A. Yes.

2 Q. So that's a contractor notification form  
3 that you provided to the union?

4 A. Yes.

5 Q. So let's talk about why you checked off  
6 the various things that you checked off.

7 A. Okay.

8 Q. First, with respect to -- let's do peak  
9 work first, and then we'll go back. Why did you  
10 put peak work as -- the contractor iQor doing peak  
11 work?

12 A. Because we have a seasonal influx because  
13 of the cut season. So, again, April through  
14 November, we see a higher than normal call volume  
15 because of that work. Outside of that time frame,  
16 we see a lower -- again, it's about a 20 percent  
17 swing from highs and lows, or a 30 percent swing.

18 Q. Okay. And was that any different than  
19 what NCO was doing?

20 A. No.

21 Q. IQor was simply replacing --

22 A. Yes.

23 Q. -- NCO with respect to that?

24 A. Yes.

25 Q. Let's make sure I finish the question so

1 the court reporter can get it all down.

2               Okay. Let's go to emergency. It says  
3 time constraints, but I think you checked off:  
4 Contractor required to work during emergency.

5 A.           Yes.

6 Q.           Okay. What was the purpose of that?

7 A.           Disaster recovery and redundancy. So one  
8 of the challenges that we have is we have two  
9 internal centers that sit about an hour and 15  
10 minutes away that are in the same weather system.

11               So we needed to have a system or a center  
12 outside of that weather system to be able to  
13 handle disaster recovery and emergency work.

14 Q.           Is that something you had before you  
15 contracted with iQor?

16 A.           No.

17 Q.           It was a new thing that was important to  
18 the company?

19 A.           Yes.

20               THE ARBITRATOR: You've only been here  
21 since 2014?

22               THE WITNESS: Yeah, about a year and a  
23 half.

24               THE ARBITRATOR: Do you know of this ever  
25 occurring, this redundancy problem?

1           THE WITNESS: What I would say is, I have  
2 15 years of experience in contact centers. The  
3 last company I worked for was Time Warner Cable.  
4 I was in charge of the commercial business piece.  
5 I created redundancy across --

6           THE ARBITRATOR: Was that the issue,  
7 weather regions?

8           THE WITNESS: We experienced -- yes. In  
9 order to be able to ensure that we continued to  
10 keep the lights on, we need to be able to provide  
11 staffing, regardless of what's going on.

12          THE ARBITRATOR: You're saying because of  
13 that experience, you wanted it here also?

14          THE WITNESS: Yes.

15 BY MR. LEBOWICH:

16 Q.        Okay. That was something that  
17 specifically you brought to the table?

18 A.        Yes.

19 Q.        Now, let's talk about skills/license not  
20 available within PPL. Tell me why you checked  
21 that box?

22 A.        Essentially we were going to expand the  
23 hours of support beyond kind of the core business  
24 hours and handle all call types or all  
25 interactions.

1 Q. At that time, when you're contracting, was  
2 your current staff fully employed doing work from  
3 8:00 to 5:00?

4 A. Yes.

5 Q. Did you have any excess people to move to  
6 other shifts?

7 A. No.

8 Q. And if you did move the people, just  
9 hypothetically, would that have been on straight  
10 time or would you have had to pay overtime?

11 A. It would have been on overtime.

12 Q. Is that something that would have been  
13 sustainable on an extended basis?

14 A. No.

15 Q. Now, let's go back to -- you also checked  
16 off that the use of contractor will reduce the  
17 cost of work?

18 A. Yes.

19 Q. And let's just start with Union  
20 Exhibit 14. Are you familiar with that chart  
21 there that's on Exhibit B?

22 A. Yes.

23 Q. It says payment schedule?

24 A. For pricing, yes, for each of the agents.

25 Q. And can you just explain to us what the

1 cost of agents were for iQor?

2 A. So under description, it has three  
3 categories. Essentially, it's tiered pricing. So  
4 if you use one to 45 FTEs, it's going to cost  
5 22.50. If you use 45 to 75, it reduces your price  
6 by a dollar; and if you're over 75 FTEs, the price  
7 comes down to \$20.

8 Then we have bilingual, back office work,  
9 emergency, QA analyst, AVP, which they call as  
10 their supervisor and then a price for training.

11 Q. QA analyst, is that bargaining unit work?

12 A. No.

13 Q. AVP, is that bargaining unit work?

14 A. No. That's a supervisor.

15 Q. Are all the others union work?

16 A. Yes.

17 Q. Okay. Now, prior to entering into this  
18 agreement with iQor, did you analyze whether, in  
19 fact, the use of a contractor would reduce the  
20 cost of work?

21 A. Yes.

22 Q. Okay. How did you do at that?

23 A. I started by looking at the average price  
24 for the job classifications CSR, CSA-I, II, III,  
25 what the monthly cost was of those agents. So

1       their hourly rate, plus their benefits and then  
2       also the cost of supervision.

3       Q.        Why did you include the cost of  
4       supervision?

5       A.        Because I can't bring on agents without  
6       having them being supervised.

7       Q.        What's the typical supervisor-to-employee  
8       ratio?

9       A.        I would say industry standard is probably  
10      around 14 to one.

11                  MR. LEBOWICH: I'll ask this be marked.

12                  (Company Exhibit 1, Cost comparison, was  
13      marked for identification.)

14      BY MR. LEBOWICH:

15      Q.        Do you recognize that?

16      A.        Yes.

17      Q.        What is it?

18      A.        It's that comparison. So, again, it's  
19      looking at the monthly cost of each of these agent  
20      classifications. So CSR, CSA-I, II, III, as well  
21      as a supervisor.

22                  For this example, I used 30 full-time  
23      employees and then used three agents -- three  
24      supervisors to be able to support that and then  
25      did a cost breakout of each of these groups and

1 then compared it against a vendor price of \$29 an  
2 hour.

3 Q. So that's the top?

4 A. Yes. That's the top one. The second one  
5 is the same comparison, but using a vendor price  
6 of \$22 an hour.

7 Q. So it's a little -- I know you sort of  
8 multiplied it by 30. I actually think it's a  
9 little easier if we just look at the first column,  
10 which has an average dollar per CSR. There's a  
11 number that's 9,000. Is that a per person number?

12 A. Yes.

13 Q. On what basis?

14 A. On a monthly basis.

15 Q. Okay. How many hours of work were you  
16 using to make that estimate?

17 A. On a monthly basis, I used an average of  
18 173.3. So it's 2,080 hours divided by 12.

19 Q. And what went into the average dollar per  
20 CSA? How did you calculate that?

21 A. This I asked from a financial analyst to  
22 be able to pull the information to look at the  
23 averages for these employees. For these job  
24 classifications, she used their wages, as well as  
25 a benefit multiplier, which is tax and benefits,

1 as well as -- gosh, what was the other one -- oh,  
2 an unproductive loader.

3 Q. What do you mean unproductive loader?

4 A. It's vacation, unscheduled time off, those  
5 types of things.

6 Q. Things that are paid but not worked?

7 A. Yes, exactly.

8 Q. And do I -- if I'm reading this  
9 correctly -- well, actually, strike that.

10 This says vendor partner hourly rate?

11 A. Yes.

12 Q. So that was your estimate -- your check,  
13 sort of, level as to what it would look?

14 A. At the time, PPL Solutions was charging us  
15 \$29 an hour.

16 Q. What was the average dollar per CSA at \$29  
17 an hour?

18 A. What was the average CSA?

19 Q. Yes, the average dollar per subcontracted  
20 employee.

21 A. We were paying \$29 prior to the contract.

22 Q. Forget that. What did that come out to be  
23 on a monthly basis?

24 A. \$5,027 a month.

25 Q. And that's the number right below 29?

1 A. Yes.

2 Q. And is that number lower than all the  
3 other average monthly rates?

4 A. Yes.

5 Q. For every piece of the bargaining unit?

6 A. Yes.

7 Q. I hate to ask you to do the obvious math;  
8 but, also, if you compared it to \$22 an hour to  
9 \$29 an hour, is that lower than all of the rates  
10 for the bargaining units?

11 A. Yes.

12 Q. What is iQor's actual average rate?

13 A. At the time, I think it was \$29 an hour  
14 calculated against PPL Solutions. Twenty-two  
15 dollars was what I was estimating I could probably  
16 get in the negotiation as a blended rate from  
17 iQor. This gave me the range to see what is  
18 acceptable.

19 Q. And would anything between 22 and \$29 an  
20 hour as a blended rate have been acceptable?

21 A. Yes. It would have been a savings.

22 Q. It would have been a savings?

23 A. Yes.

24 Q. So did you, in fact, achieve those savings  
25 that you anticipated?

1 A. Yes.

2 Q. Earlier today, we marked -- the Union  
3 marked invoices from iQor as Exhibit 15. Those  
4 are, in fact, the invoices; is that correct?

5 A. That's correct.

6 Q. Okay. Who has the pleasure of receiving  
7 those invoices?

8 A. I get them.

9 Q. You approve them to be paid?

10 A. Yes.

11 Q. Okay. And are they, in fact, the invoices  
12 that you received and the accurate costs?

13 A. Yes.

14 Q. Okay. In preparation for the hearing  
15 today, after the union requested these invoices,  
16 did you do anything to confirm that the cost of  
17 contracting was, in fact, more economical?

18 A. Yes.

19 Q. What did you do?

20 A. I started by looking at each of the  
21 invoices and built a spreadsheet looking at each  
22 line item, the billable hours, as well as the rate  
23 that we're paying.

24 I categorized them under the locations of  
25 Bethlehem, as well as Florida, under training,

1 productivity, any of the different line items.

2 So, like, the first one on the first  
3 invoice is training hours. So this was actually  
4 Bethlehem's training hours. The second one was  
5 Bethlehem agent collection's training hours; and  
6 so in the spreadsheet, it goes month by month, row  
7 by row, looking at what the costs are for this.  
8 It's a straight line comparison.

9 Q. Okay. Let me show you what we'll mark as  
10 Employer Exhibit 2.

11 (Company Exhibit 2, Spreadsheet of  
12 invoices, was marked for identification.)

13 BY MR. LEBOWICH:

14 Q. Do you recognize that?

15 A. Yes.

16 Q. What is it?

17 A. It's all the invoices on a single  
18 spreadsheet. So, again, October, November,  
19 December, every month, each of the line items.

20 So, like, on the first one, October,  
21 Bethlehem training carried over to October, it  
22 gives the volume of 1566 hours. So these are the  
23 billable hours for the training at a rate of \$19  
24 an hour to come up with a total of \$29,754. I did  
25 this with each invoice.

1 Q. Okay. And what is this on this right-hand  
2 side that says circuit hardware?

3 A. On the far end, the circuit hardware is to  
4 move these agents onto our switch. So it was one  
5 of the problems that we had with NCO.

6 THE ARBITRATOR: Onto your switch?

7 THE WITNESS: Onto our switch, our ACDS,  
8 onto our phone switch.

9 So it gives us control over the reporting,  
10 the visibility, the ability to skill and see  
11 things realtime.

12 So this is a one-time cost to move people  
13 onto our switch. So there's a circuit hardware  
14 cost, and then there's two circuits at each of the  
15 sites for redundancy.

16 BY MR. LEBOWICH:

17 Q. Did you allocate that cost?

18 A. Yes.

19 Q. How did you do that?

20 A. Well, the total of the hardware, plus the  
21 circuits at each of the locations, added up to  
22 \$88,450. The contract is over a three-year  
23 period.

24 So if I look at that over a three-year  
25 period, it works out to about \$13 an hour. The

1 average number of agents that we anticipate with  
2 this contract should put us up around like 75  
3 agents. So that adds an additional 18 cents per  
4 hour to those agents. So I applied that cost over  
5 the --

6 Q. You spread the fixed cost?

7 A. Spread the fixed cost over that three-year  
8 life of the contract.

9 Q. And did you then compare that to what it  
10 would cost for the bargaining unit?

11 A. Yes.

12 Q. The bargaining unit directly and their  
13 supervision?

14 A. Yes.

15 Q. Where is that?

16 A. The next row down. So we have --

17 THE ARBITRATOR: The next row?

18 THE WITNESS: Below the second --

19 THE ARBITRATOR: Where are you pointing  
20 to?

21 THE WITNESS: It's down here (indicating).

22 BY MR. LEBOWICH:

23 Q. Between the two lines?

24 A. Yes. So I took the exact billable hours  
25 that iQor charged us, applied it against CSA-IIIs,

1       the rate that we were charged in '15, as well as  
2       what we were charged in '16 when that changed as  
3       of May this year.

4                  I then applied the benefit multiplier.  
5       Then looked at the billable productive hours and  
6       applied the shift differential to that because  
7       these agents are working outside of core business  
8       hours and would be eligible for a shift  
9       differential.

10                 Then I looked at the number of billable  
11      hours that iQor charged us for overtime and then  
12      applied a 1.5 multiplier against the hourly rate  
13      to come up with a total of how much it would cost  
14      for the agents in-house if we were to do that.

15                 THE ARBITRATOR: And the 1.5 multiple is?

16                 THE WITNESS: Is for overtime.

17                 THE ARBITRATOR: I understand. So on one,  
18      you had a difference of 729,000?

19                 THE WITNESS: Yes, from October to July,  
20      \$729,590.

21                 THE ARBITRATOR: Then the bottom is the  
22      supervisors?

23                 THE WITNESS: Yes. So this -- what I  
24      wanted to do is add in the cost of supervision  
25      because I can't bring on the agents without any

1 supervision.

2 So I compared the hourly rate that the  
3 vendor is charging us against all our in-house  
4 kind of hourly rate for a supervisor and then  
5 applied that against the number of hours. So that  
6 works out to another \$454,923. So combined it's  
7 well over a million dollar savings.

8 MR. LEBOWICH: Can we have a couple of  
9 minutes?

10 THE ARBITRATOR: So you're saying on a  
11 \$3 million contract, you believed you saved a  
12 million dollars?

13 THE WITNESS: Yes.

14 THE ARBITRATOR: That would have been four  
15 million?

16 THE WITNESS: It would have been four --

17 THE ARBITRATOR: Three million with iQor?  
18 You're saying if you did it with your own people,  
19 it would have been four million?

20 THE WITNESS: Yes.

21 (A brief recess was taken.)

22 THE ARBITRATOR: Okay. We're going to  
23 begin again. Do you still have some more  
24 questions?

25 MR. LEBOWICH: Yes.

1 BY MR. LEBOWICH:

2 Q. Mr. Graham, just before we leave, I just  
3 want to make sure we're all clear about a couple  
4 of things.

5 Union Exhibit 15 has totals for each  
6 invoice; correct?

7 A. Yes.

8 Q. Does that include just for the bargaining  
9 unit work or is there more to it than that?

10 A. There's probably more included in this. I  
11 didn't calculate the total amounts. If I look at  
12 the calculations -- so, like, the first month is  
13 probably not a good example because it only shows  
14 training hours; but if I look at the following  
15 invoice, it shows \$99,404, which is the same  
16 number that they use on the second line item.  
17 However, this one includes supervision. So, like,  
18 Beth AVP, that's a supervisor.

19 THE ARBITRATOR: You're looking at a  
20 document that iQor created; correct?

21 THE WITNESS: Yes. These are their  
22 invoices.

23 So the last two line items, Bethlehem AVP,  
24 that's their supervisor. Florida AVP, that's  
25 their supervisor. Bethlehem QA, that's our

1 quality assessment program. That's not work  
2 that's handled by the bargaining unit. So if I go  
3 off of just that one, I would say your numbers are  
4 wrong.

5 BY MR. LEBOWICH:

6 Q. For the bargaining unit?

7 A. For the bargaining unit.

8 Q. That's the total invoice that you were  
9 charged?

10 A. That's correct.

11 Q. And assuming that the math is added  
12 correctly of 2.8 million and your total of  
13 2.2 million, that was only for the bargaining  
14 unit; correct?

15 A. Bargaining unit work.

16 Q. Okay.

17 THE ARBITRATOR: Okay. So you would  
18 explain the difference that way?

19 THE WITNESS: Yes.

20 BY MR. LEBOWICH:

21 Q. And the supervision costs are down below?

22 A. Yes.

23 Q. That is included in the invoice as well?

24 A. Correct.

25 Q. With respect to what has been marked as

1 Company Exhibit 2, does that -- the costing of the  
2 bargaining unit, right, tell me again how you did  
3 that.

4 A. So you start with the CSA-III because I  
5 believe that's the work that I initially needed  
6 them to do to be able to support all interaction  
7 call types.

8 So I used the CSA-III as the starting  
9 point. I used the hourly rate to start with,  
10 which was the 20.59. Then I carried that through  
11 April, and then in May switched it to when it  
12 would increase to 21.15.

13 Then I applied the benefit multiplier and  
14 then, again, followed the same pattern with the  
15 shift differential because these shifts are  
16 outside of core business hours. They would  
17 require shift differential. Then overtime, I  
18 applied, again, the overtime to the billable  
19 hours, specific overtime.

20 Q. With respect to the shift differential,  
21 you just used a contractual shift differential; is  
22 that correct?

23 A. Yes.

24 Q. You didn't use overtime for all of those  
25 hours?

1 A. No. Within the contract, we have overtime  
2 where we can pay at, like, two times for, like,  
3 Sundays and so forth. I didn't include that at  
4 all.

5 Q. And with respect -- now, when you did your  
6 original analysis, you had mentioned the wages,  
7 the benefit loader and also nonproductive time.

8 Did you use nonproductive time in this  
9 analysis?

10 A. No.

11 Q. So that would be in addition -- that would  
12 be an additional savings?

13 A. Yes.

14 Q. Okay. Other than nonproductive time that  
15 you did not count for, is there anything else --  
16 any other additional costs that you would have had  
17 to expend if you did this work yourself?

18 A. We'd have to keep the buildings open.

19 Q. Okay. And you accounted for the  
20 supervision?

21 A. Yes.

22 Q. Okay. And at any point in the time that  
23 you began with PPL in the current position, have  
24 any customer care agents or customer service  
25 representatives been laid off by the company?

1 A. No.

2 MR. LEBOWICH: Nothing further.

3 \* \* \*

4 CROSS-EXAMINATION

5 BY MR. BLOOM:

6 Q. Looking at Exhibit No. 15, the invoices,  
7 it says in October of 2015, there was \$29,754  
8 charged for training, 1,566 hours; is that right?

9 A. Yes.

10 Q. That's what it was?

11 A. Yes.

12 Q. Did PPL have to spend 1,566 hours training  
13 the bargaining unit employees to do customer  
14 service work?

15 A. This would represent the total billable  
16 hours for the agents. All we do is train -- have  
17 one trainer provide that training. So it's only  
18 one trainer.

19 Q. What I'm talking about --

20 THE ARBITRATOR: He's saying in the  
21 bargaining unit, you wouldn't have to train the  
22 ones that were already working; but you'd have to  
23 train the new ones, I guess; right?

24 THE WITNESS: Yes. Any new employee we  
25 would have to train.

1 BY MR. BLOOM:

2 Q. All right. But did you do that training?  
3 Because you're using current employees in this?

4 A. Yes. You would have to do -- to launch a  
5 program, you have to use your own trainers.

6 Q. What I'm asking you is: Did you have to  
7 do 1,566 hours of training to the current  
8 bargaining unit employees who were employed in  
9 Scranton and Lehigh? Just that question. That's  
10 the only question.

11 A. No.

12 Q. Okay.

13 THE ARBITRATOR: They were already  
14 working; correct?

15 MR. BLOOM: Yes.

16 BY MR. BLOOM:

17 Q. There were numerous of these other  
18 invoices. I'll ask you about training. That was  
19 a large part of -- it speaks for itself.

20 That was a large part of what you paid  
21 over this first nine months that are in these  
22 invoices; is that correct?

23 A. Yes.

24 Q. All right. Supervisor costs were still  
25 paid by PPL regardless of whether they're

1 bargaining unit; right?

2 THE ARBITRATOR: Regardless of what?

3 BY MR. BLOOM:

4 Q. Whether it was bargaining unit people  
5 doing it, PP&L still had to pay for the  
6 supervisors; right?

7 A. Pay for our own supervisors?

8 Q. Yes.

9 A. We paid for our own supervisors.

10 Q. No, no. You still had to pay the costs  
11 for these supervisors that iQor billed you for?  
12 There still was a cost to PPL?

13 A. Yes.

14 THE ARBITRATOR: Were these supervisors  
15 iQor or were they --

16 THE WITNESS: Yes.

17 THE ARBITRATOR: iQor individuals?

18 THE WITNESS: Yes.

19 THE ARBITRATOR: They were employed by  
20 iQor?

21 THE WITNESS: iQor.

22 THE ARBITRATOR: So iQor is simply  
23 transferring their cost to you?

24 THE WITNESS: Yes.

25 THE ARBITRATOR: Since you were using

1 them?

2 THE WITNESS: Yes.

3 THE ARBITRATOR: Fine.

4 BY MR. BLOOM:

5 Q. Now, you had testified you had years of  
6 experience in training and management, managing  
7 large numbers of employees; right?

8 A. Yes.

9 Q. And it's not quite so simple as an  
10 employee that gets paid a wage and benefit  
11 package, let's say, for example, that \$35 an hour  
12 is more expensive than an employee who gets paid  
13 \$25 an hour. It's not that simple.

14 There are other things you have to take  
15 into consideration in determining whether the work  
16 is a better value overall. Would you agree with  
17 that?

18 A. It's a better value?

19 Q. Yes.

20 THE ARBITRATOR: He's saying the quality  
21 of work that you're getting out of the in-house  
22 employee versus the contractor employee.

23 THE WITNESS: I would say based on my  
24 experience, that's not always a true statement.

25 Is quality considered?

1 BY MR. BLOOM:

2 Q. That's something that you have to consider  
3 in the value of whether you're getting the most  
4 value for your --

5 MR. LEBOWICH: I'm going to object to the  
6 ambiguous and vague view of value. The question  
7 isn't about whether the company values -- the  
8 question is whether it's cheaper.

9 THE ARBITRATOR: We know that this witness  
10 made a value judgment on the two contractors and  
11 got rid of one and then got another one. So we  
12 know that he was doing that. Are you asking him  
13 did he see value differences?

14 MR. BLOOM: No.

15 THE ARBITRATOR: You're not asking him  
16 that?

17 MR. BLOOM: No.

18 THE ARBITRATOR: You're asking him if  
19 he'll agree generally that --

20 MR. BLOOM: What I'm asking him is --

21 BY MR. BLOOM:

22 Q. You would disagree with me that to  
23 determine whether something is more economical  
24 overall, just the wage and benefit versus wage and  
25 benefit package is not the only consideration?

1 A. I would agree with that.

2 Q. Okay. And where in Company Exhibit 2 do  
3 you take into account the many, many more years  
4 experience of the current employees working at  
5 Scranton and Lehigh versus the new employees  
6 working for iQor down in Florida?

7 MR. LEBOWICH: Objection. Assumes that's  
8 one of the elements that should be taken into  
9 consideration.

10 MR. BLOOM: He can answer the question.

11 THE COURT: If you can answer the  
12 question, you can answer it. If he has an answer,  
13 he can give it to me. If he doesn't, he can say  
14 that. Restate your question.

15 BY MR. BLOOM:

16 Q. In Company Exhibit 2, did you take  
17 productivity anywhere into account in this, in  
18 Company Exhibit 2, in your calculations?

19 A. Productivity? Yes.

20 Q. You took it into account where in the  
21 document?

22 A. That's what determines the number of  
23 staff that I would need. Productivity is a  
24 function of how many head count I need. That's  
25 productivity.

1           THE ARBITRATOR: Based on your work level?

2           THE WITNESS: Yes.

3       BY MR. BLOOM:

4       Q.       Would you agree with me that an  
5     employee -- generally speaking, an employee that's  
6     done a job for, let's say, 10 to 20 years is able  
7     to do more work in less time than an employee  
8     that's done the work for four months, generally?

9       I know there's exceptions, but generally?

10      A.       I would say in my experience, no.

11      Q.       In your experience, brand-new employees  
12     are more productive than --

13      A.       Not brand-new employees.

14      Q.       Employees of four months are more  
15     productive and get more actual work done for the  
16     company than an employees who are there for 10 to  
17     20 years?

18      A.       In my experience, I've seen the opposite.

19      Q.       That's a general rule for you?

20       THE ARBITRATOR: In your experience,  
21     you've seen the opposite?

22       THE WITNESS: Typically, what I've seen is  
23     a three-year threshold. Three years, you're at  
24     your most productive state. After that, you tend  
25     to be less productive within the context and based

1 on my years of experience.

2 THE ARBITRATOR: And your years of  
3 experience have been at Time Warner, which was  
4 cable?

5 THE WITNESS: Cable, as well as Comcast.

6 THE ARBITRATOR: Which requires monthly  
7 payments and you need credit people calling?

8 THE WITNESS: They handle billing calls.  
9 They handle repair calls, yeah.

10 BY MR. BLOOM:

11 Q. I asked you about four months, not three  
12 years. The contract is over in three years;  
13 right? Maybe you might -- you might have a new  
14 contract? You might not?

15 A. Right.

16 Q. So I'm asking you about an employee that's  
17 been there for four months that's hired at this  
18 much lower pay scale in Florida.

19 A. I can't answer that as to say yes or no.

20 Q. All right. But you would agree with me  
21 that you didn't take any -- you compared employee  
22 versus employee or contractor versus bargaining  
23 unit employee on this, one person for one person?

24 THE ARBITRATOR: You seem to be asking in  
25 an area that may be somewhat intangible. I think

1 I understand what you're saying. You're saying  
2 here we have a company where people work 40 years.

3 MR. BLOOM: Right.

4 THE ARBITRATOR: And he may have been  
5 working at a company that may have had no unions  
6 and may have had people working four or five  
7 years, and then they move on. So, yes, I  
8 understand you're saying there are cultural  
9 differences that you might expect more loyalty  
10 from a 40-year company than a five-year  
11 transitional company. I understand that.

12 MR. BLOOM: Right.

13 THE ARBITRATOR: But it's kind of hard to  
14 prove.

15 MR. BLOOM: Well, I'm trying to prove the  
16 negative, that he didn't take it into  
17 consideration in his calculation. That's all I'm  
18 trying to prove.

19 MR. LEBOWICH: The math is the math.

20 MR. BLOOM: I'm trying to get him to admit  
21 that he did not take that into account one way or  
22 the other, and he won't answer the question.

23 THE ARBITRATOR: He's saying that he's  
24 basing it on the numbers that he knew in dealing  
25 with people that do this type of work and that in

1 his experience, he's found that he can get  
2 productive contractors. Is that essentially  
3 what --

4 THE WITNESS: Yeah. This comparison is if  
5 I were to bring people in-house versus that of  
6 doing a contractor. I'm still going to have to do  
7 all the same training.

8 THE ARBITRATOR: Because they would be  
9 new --

10 THE WITNESS: They're all new employees.

11 THE ARBITRATOR: Understood.

12 THE WITNESS: So you're --

13 THE ARBITRATOR: You didn't have enough --  
14 you didn't have enough human bodies to do what you  
15 did with the contractor at that moment?

16 THE WITNESS: Yes.

17 BY MR. BLOOM:

18 Q. Would you agree with me that it is harder  
19 to retain employees that are paid significantly  
20 less and have lesser benefits?

21 MR. LEBOWICH: Objection to relevance.

22 MR. BLOOM: Do you want me to explain the  
23 relevance?

24 THE ARBITRATOR: You can make the argument  
25 in your brief. I mean, someone making less money

1       is going to want to go to a job making more.

2            MR. BLOOM: When they get good enough,  
3       they move on. Then they have to train new people.  
4       The turnover is more. So the productivity isn't  
5       as much.

6            THE ARBITRATOR: Understood.

7       BY MR. BLOOM:

8       Q.        I believe you said if you did it with your  
9       own people, you estimate it would cost four  
10      million. Did you say that?

11       THE ARBITRATOR: I asked him if the  
12      difference was a million, and he said yes. I said  
13      looking at where the union calculated around three  
14      million and looking at your numbers, it looks like  
15      you believe you saved a million --

16       THE WITNESS: Yes.

17       THE ARBITRATOR: -- by going your route  
18      and he said yes.

19       MR. BLOOM: Where does it say a million?  
20      I'm sorry. I don't see it.

21       THE ARBITRATOR: I took the two numbers,  
22      the one where he had the supervisors on the  
23      legal-sized sheet.

24       MR. BLOOM: I see.

25       THE ARBITRATOR: You take the 729,000 and

1 the 454,000 and you're up over a million.

2 MR. BLOOM: Okay.

3 BY MR. BLOOM:

4 Q. Now, you were not here when Exhibit P was  
5 agreed to and negotiated?

6 A. Correct.

7 Q. So would you agree that in October of  
8 2015, or leading up to October of 2015, you had  
9 analyzed the call arrival patterns and you  
10 determined that there were more staffing needs to  
11 handle the customer service work for PPL.

12 Without regard to whether it was contract  
13 or bargaining unit employees, you needed more  
14 staffing?

15 A. Based on future plans, yes.

16 MR. MUFFLEY: Are you saying the level of  
17 work? What he testified to was that he believed  
18 they were covering 85 percent; and the company  
19 wanted to cover, basically, 100 percent.

20 MR. BLOOM: I was asking him whether he  
21 agreed -- that he came to the conclusion either  
22 immediately before or around October of 2015 that  
23 he needed to increase staffing needs, without  
24 regard to whether it was going to be a contractor  
25 or a bargaining unit, just that he needed more

1 staffing needs.

2 THE WITNESS: Yes.

3 BY MR. BLOOM:

4 Q. Okay. You said that the peak work started  
5 in April; correct?

6 A. Yes.

7 Q. But you entered into -- the agreement with  
8 iQor started in -- during October?

9 A. Yes.

10 Q. And the peak work was, did you say,  
11 20 percent more? You said 20 and then 30.

12 A. The 30-percent swing -- if you look at the  
13 monthly average, there's a 30 percent swing from  
14 highs and lows. So when you get to the month of  
15 April, we're about 150 percent of our monthly  
16 average, where like at December, we're about  
17 75 percent.

18 Q. And the contract that you agreed to with  
19 iQor was to go year-round with the staffing;  
20 correct?

21 A. Yes.

22 Q. 365 days a year?

23 A. To provide 24/7, 365, yes.

24 Q. It wasn't just for April through November?

25 A. Correct.

1 Q. And how many times since you've worked for  
2 the company has it been that both Lehigh and  
3 Scranton customer call centers were unable to  
4 accept phone calls because of any kind of natural  
5 disaster, losing power or any other reason?

6 THE ARBITRATOR: In his two years?

7 BY MR. BLOOM:

8 Q. In your two years of working there.

9 A. Repeat the question one more time.

10 Q. Were the Lehigh or Scranton customer call  
11 centers ever shut down that you needed to have  
12 them duplicated somewhere else because both of  
13 them were shut down, or either of them?

14 A. We've had storm events where we've used  
15 the contractors during their normal scheduled  
16 shifts to be able to provide support.

17 Q. That wasn't the question.

18 THE ARBITRATOR: He's saying where both  
19 Scranton and Allen were down.

20 THE WITNESS: No.

21 BY MR. BLOOM:

22 Q. Has it happened that either of them have  
23 been down?

24 A. Not yet.

25 Q. Are you aware of any time in PPL's history

1       that both Scranton and Lehigh customer call  
2       centers were down together simultaneously?

3       A.       Yes.

4       Q.       When was that?

5       A.       I can't remember the time, but the whole  
6       phone was crippled for several hours.

7       Q.       Was it before your time?

8       A.       No.

9       Q.       It was during your time?

10      A.       It's been since I've been here.

11      Q.       So the phone system went down for a few  
12     hours?

13      A.       Yes.

14      Q.       That happened once?

15      A.       Probably more than once. I can think of  
16     at least two times.

17      Q.       Okay.

18                  MR. LEBOWICH: That is a different  
19     question.

20      BY MR. BLOOM:

21      Q.       Has it ever been down -- have the  
22     contractors ever had their phone system go down?

23      A.       Yes, because we're on the same switch.

24      Q.       So they went out as well?

25      A.       Yes.

1 Q. Do you happen to know what the employees  
2 are paid at iQor?

3 A. Yes.

4 Q. Can you tell me what the range is, the  
5 hourly rate?

6 A. Eleven dollars. Then they get  
7 stair-stepped up when they learn more skill sets.

8 Q. Do you know what they step up to?

9 A. I think it's a quarter for each level.

10 Q. So they get up to maybe 11.75 an hour?

11 A. I know we have six levels. They have the  
12 opportunity to advance into QA programs, as well  
13 as supervisor and other performance opportunities.

14 Q. But doing the customer call work, the same  
15 work the bargaining unit does, the most they can  
16 get for an hourly rage is 12.50 an hour?

17 THE ARBITRATOR: That would be 25 cents  
18 six times.

19 THE WITNESS: I don't determine what they  
20 pay their agents. I know what they start at, and  
21 I know what they progress at when we add layers,  
22 but I don't remember what their max is.

23 BY MR. BLOOM:

24 Q. Do you know if they get healthcare  
25 benefits?

1 A. I believe so.

2 MR. LEBOWICH: Relevance? They get paid  
3 less. We can stipulate to that.

4 THE ARBITRATOR: Do you know whether they  
5 get healthcare benefits?

6 THE WITNESS: I don't know with a hundred  
7 percent certainty.

8 BY MR. BLOOM:

9 Q. Between \$11 and \$12.50 an hour, do you  
10 believe that the attrition rate for doing customer  
11 service call work is lower than what the  
12 bargaining unit employees get paid at PPL?

13 THE ARBITRATOR: Well --

14 MR. BLOOM: I mean, I think it's obvious.

15 THE ARBITRATOR: You can certainly make an  
16 argument and I can take certain arbitrable notice  
17 that somebody making twice or three times that  
18 amount is going to stay where someone who is not  
19 is not. That's fine.

20 MR. LEBOWICH: We wouldn't dispute that.

21 BY MR. BLOOM:

22 Q. You would agree with me that the skills  
23 that are used by the iQor staff members are not  
24 superior to the skills that are held by the PPL  
25 bargaining unit employees? In other words, they

1 don't have higher skills? That's all I'm asking.

2 A. They don't have higher skills.

3 MR. BLOOM: Okay. Do you mind if we take  
4 a quick caucus?

5 THE ARBITRATOR: Sure.

6 (A brief recess was taken.)

7 THE ARBITRATOR: Okay.

8 MR. BLOOM: I have a few more questions.

9 BY MR. BLOOM:

10 Q. As long as you've been working for PPL,  
11 how many CSA-IIIs have been promoted to become  
12 CSA-IIIIs?

13 A. None.

14 Q. Do you have some of those CSA-IIIs that are  
15 performing at a satisfactory level?

16 A. To be honest, I don't know. I don't deal  
17 with the internal agents.

18 Q. And so if you were going to bring in new  
19 employees, just like iQor brought in new people,  
20 to be trained, they would start out as CSA-I?

21 THE ARBITRATOR: Isn't that correct?

22 BY MR. BLOOM:

23 Q. Is that right?

24 A. Would they start out at CSA-I?

25 Q. With the training at PPL?

1 A. They would put them in as a CSA-I.

2 Q. And they would be hired as a CSA-I?

3 A. Yes.

4 Q. They would be paid as a CSA-I?

5 A. Yes.

6 Q. And then after six months, they would be a  
7 CSA-II?

8 A. Yes.

9 Q. But you assumed, looking at person to  
10 person, that they would be CSA-III in Company  
11 Exhibit 2, didn't you?

12 A. I compared it to the work that I needed  
13 them to do.

14 Q. All right. So you're saying that iQor are  
15 doing CSA-III -- the iQor staff are doing CSA-III?  
16 Is that what you're testifying to?

17 A. That's what we trained them for in the  
18 first three classes.

19 Q. Do you know what the turnover has been  
20 there, one way or the other?

21 A. It's been high.

22 Q. At iQor?

23 A. Yes.

24 Q. You would agree with me that these  
25 positions, both whether you're doing it at iQor or

1 PPL, are quite stressful, dealing with customers  
2 calling in constantly all day?

3 A. Any contact center, I would agree with  
4 that.

5 MR. BLOOM: No further questions.

6 MR. LEBOWICH: Just give us a second.

7 (Pause in proceedings.)

8 \* \* \*

9 REDIRECT EXAMINATION

10 BY MR. LEBOWICH:

11 Q. Mr. Graham, just to pick up on a point  
12 that you were just asked, you compared to the  
13 CSA-III; correct?

14 A. Yes.

15 Q. And that's because that was the work that  
16 all customer service agents engaged by iQor you  
17 needed them to be able to do?

18 A. Yes.

19 Q. Despite that, in anticipation of this  
20 case, did you have an opportunity to evaluate the  
21 economics if people were valued as CSA-Is, IIs and  
22 IIIs?

23 A. Yes.

24 (Company Exhibit 3, Three-year staffing  
25 plan, was marked for identification.)

1                   (Discussion held off the record.)

2 BY MR. LEBOWICH:

3 Q.           I'll show you what's been marked as  
4 Company Exhibit 3. Tell us what this is.

5 A.           This is a three-year staffing plan,  
6 looking at bringing people in as a CSA-I, moving  
7 them to -- covering them in training, moving them  
8 to productive, followed by moving them to a  
9 CSA-II, training and then moving them to  
10 productive, and then ultimately moving them to a  
11 CSA-III, training and then productive.

12               So the first part, I used an attrition  
13 rate of five percent per month for a CSA-I. The  
14 second for CSA-II, I used a three percent  
15 attrition a month. CSA-III, I used a two percent  
16 attrition a month.

17               Again, the number of training classes I  
18 would need, move them into production after they  
19 completed the training; and this is over a  
20 three-year period.

21               So where it says one, two, three, four,  
22 five, six, seven, eight, nine, ten, eleven,  
23 twelve, that's year one. Thirteen through 24 is  
24 year two, and so forth.

25               So then I applied the hourly rates of a

1       CSA-I, CSA-II, CSA-II against either the training  
2       or productive hours for each of them, applied the  
3       benefit multiplier, added in the shift  
4       differential, came up with a fully loaded price  
5       and then compared that against the prices that we  
6       were paying at iQor.

7                   So they charged us \$19 an hour for  
8       training. They charged us -- I raised it to the  
9       highest of \$25 for productive. Over the course of  
10      the first three years -- over the three-year  
11      period in-house, it would cost us \$15 million.  
12      In-house, it would cost us 12.4 million.

13      Q.            In-house or outside?

14      A.            With the vendor. So in-house cost us  
15      \$15 million to do this, following the same exact  
16      staffing plan. With the vendor, it would cost us  
17      12.4 million. So the variance is, essentially, a  
18      \$2.7 million savings.

19                   I said, all right, let's assume that we  
20      have a higher attrition rate with the vendor. So  
21      the next tier down is being more aggressive with  
22      our attrition.

23                   So CSA-Is, I assumed a 10 percent  
24      attrition every month. CSA-IIIs, I assumed  
25      five percent attrition a month; and CSA-IIIIs, I

1 assumed a two percent attrition a month. I  
2 followed this out again --

3 THE ARBITRATOR: You're actually saying  
4 attrition. You have some real numbers on  
5 attrition; right?

6 THE WITNESS: Yes.

7 THE ARBITRATOR: And what are they?

8 THE WITNESS: We're averaging about  
9 15 percent.

10 THE ARBITRATOR: A month?

11 THE WITNESS: Yes.

12 MR. BLOOM: Forgive me. I mean, attrition  
13 at the higher positions or at the lower positions?

14 THE ARBITRATOR: At iqor.

15 MR. BLOOM: Oh, were you talking about  
16 iqor?

17 THE ARBITRATOR: I'm just talking about  
18 iqor.

19 MR. BLOOM: I didn't understand.

20 THE ARBITRATOR: He was saying he upped  
21 the attrition rate for iqor. I just said: You  
22 have real numbers. What are they?

23 MR. BLOOM: Okay. Thank you. I'm sorry.

24 THE WITNESS: So, again, I used the same  
25 pricing for training, as well as productivity.

1 When I carried that out, it actually lowers the  
2 price if that's \$11.9 million and the savings is  
3 over three million.

4 The reason for that is you can continue to  
5 bring people in at a lower cost. It actually  
6 lowers your cost over the life of that contract.

7 THE ARBITRATOR: But your differential is  
8 down -- oh, it's up to three --

9 THE WITNESS: Three million.

10 THE ARBITRATOR: 3.2, roughly.

11 THE WITNESS: I also carried out a  
12 sup-to-agent ratio of 14-to-one, using a  
13 supervisor cost of \$25, what the vendor charges  
14 us, as well as in-house. I didn't include the  
15 benefit multiplier on this one, and used 38.65.  
16 That's an additional half a million dollars.

17 Q. So that doesn't include benefits?

18 A. That's correct.

19 Q. None of this includes nonproductive time?

20 A. Correct.

21 MR. LEBOWICH: We have nothing further.

22 \* \* \*

23 RECROSS-EXAMINATION

24 BY MR. BLOOM:

25 Q. I don't understand Company Exhibit 3.

1 Where is the in-house versus the iQor? The CSA-I,  
2 II, III, is that iQor?

3 A. CSA-I, II and III is in-house on the top  
4 chart. So where it says year one, that is the  
5 hourly rate. Year two is the hourly rate based on  
6 the contract. Year three, because it's not in  
7 there, I just applied the same percentage  
8 increase, compared to one and two, to give me a  
9 year three price.

10 Q. IQor --

11 THE ARBITRATOR: The upper half where it  
12 says vendor, that's iQor?

13 THE WITNESS: Yes.

14 THE ARBITRATOR: Do you see the two  
15 yellow --

16 MR. BLOOM: Yes. Can I quickly let my  
17 people look at this?

18 THE ARBITRATOR: Yes.

19 (A brief recess was taken.)

20 THE ARBITRATOR: All right. We'll pick it  
21 up with the union.

22 MR. BLOOM: No further questions.

23 MR. LEBOWICH: Can we talk?

24 THE ARBITRATOR: Sure.

25 (A brief recess was taken.)

1           THE ARBITRATOR: Do you want to enter a  
2 stipulation?

3                         (Discussion held off the record.)

4           THE ARBITRATOR: The company is putting in  
5 Exhibit -- what is it?

6           MR. LEBOWICH: Company 4.

7                         (Company Exhibit 4, PPL EU Benefits  
8 Budget, was marked for identification.)

9           THE ARBITRATOR: Do you want to offer that  
10 with the agreement --

11           MR. BLOOM: The union doesn't object to  
12 Company Exhibit No. 4. However, we would like  
13 to --

14           THE ARBITRATOR: With the understanding  
15 that --

16           MR. BLOOM: -- with the understanding that  
17 new hires and new employees do not get the  
18 retirement defined benefit plan, nor do they get  
19 post retirement medical and life, which are two at  
20 the top.

21           THE ARBITRATOR: And the company  
22 acknowledges that they do not get that. They get  
23 something, but it's less than that?

24           MR. LEBOWICH: That's correct.

25           THE ARBITRATOR: Okay. Is that accurate?

1           MR. BLOOM: When you say the company gets  
2 something --

3           THE ARBITRATOR: You're saying there's a  
4 401(k)?

5           MR. LEBOWICH: There's a DC plan.

6           MR. GRAHAM: Defined contribution.

7           THE ARBITRATOR: Is that the bottom number  
8 on that under the defined savings plan, that  
9 7,000, 7,350, 7,718?

10          MR. LEBOWICH: I believe that's correct,  
11 but I'd have to check and confirm that. If you  
12 want, we can go off the record and confirm if you  
13 think it's important. I mean, the fact -- this is  
14 argument, but what we do is we spread the cost  
15 over everybody. That's how we do it. Otherwise,  
16 people's costs would be higher.

17          THE ARBITRATOR: You're both going to  
18 submit briefs, I assume, 30 days after receipt of  
19 the transcript. You can both contact each other  
20 with regard to what this is. If there's an issue,  
21 let me know. If not, simply agree to it and make  
22 reference to in your brief. Okay?

23          MR. BLOOM: Okay.

24          MR. LEBOWICH: Okay. All right. That's  
25 fine.

1           THE ARBITRATOR: Anything else as far as  
2 testimony?

3           MR. LEBOWICH: We rest on our affirmative  
4 case.

5           MR. BLOOM: We need to caucus again.

6           (A brief recess was taken.)

7           THE ARBITRATOR: Okay. Where are we?

8           MR. BLOOM: Union rests.

9           THE ARBITRATOR: Okay. You remain rested?

10          MR. LEBOWICH: Yes.

11          THE ARBITRATOR: All right. Briefing  
12 schedules? 30 days after receipt of the  
13 transcript?

14          MR. LEBOWICH: Yes. We'll just confirm a  
15 specific date once we get it.

16          THE ARBITRATOR: That would help AAA.  
17 Also, you're going to agree regarding that issue  
18 about that last exhibit?

19          MR. LEBOWICH: Yes.

20          MR. BLOOM: Yes.

21          THE ARBITRATOR: If there's any issue,  
22 you'll let me know?

23          MR. LEBOWICH: Yes.

24          MR. BLOOM: Yes.

25          THE ARBITRATOR: All right. That

1 concludes the hearing.

2 (The hearing was concluded at 3:49 p.m.)

3 \* \* \*

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1 C E R T I F I C A T E  
2

3 I do hereby certify that I am a  
4 Notary Public in good standing, that the  
5 aforesaid proceedings were taken before me; that  
6 said proceedings were correctly recorded in  
7 machine shorthand by me and thereafter transcribed  
8 under my supervision with computer-aided  
9 transcription; that the transcript is a true and  
10 correct record of the proceedings; and that I am  
11 neither of counsel, nor kin to any party in said  
12 action, nor interested in the outcome thereof.

13

14 WITNESS my hand and official seal this  
15 7th day of October, 2016.

16

17 

18

Notary Public

19

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21

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